



# राजपत्र, हिमाचल प्रदेश

## हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शुक्रवार, 13 जून, 2025 / 23 ज्येष्ठ, 1947

हिमाचल प्रदेश सरकार

TOWN AND COUNTRY PLANNING DEPARTMENT

NOTIFICATION

*Shimla-171002, the 6th June, 2025*

**No.TCP-F05/4/2022.**—WHEREAS, the draft amendments in the Development Plan for **Shimla Planning Area**, notified *vide* Notification No. TCP-F05/4/2022, dated 20-06-2023, were

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(2609)

published by the Director, Town and Country Planning Department, Himachal Pradesh under sub-section (1) of Section 19 of the Himachal Pradesh Town and Country Planning Act, 1977 (12 of 1977) read with rule 11 of the Himachal Pradesh Town and Country Planning Rules, 2014, *vide* Notice No. HIM/TP/PJT/AZR-Shimla/2023/Vol-I/8683-8706, dated 03-02-2025, in the Rajpatra (e-Gazette) Himachal Pradesh on 06-02-2025 for inviting objection(s) and suggestion(s);

WHEREAS, objections/suggestions were received by the Director, Town and Country Planning Department within the stipulated period which were duly considered and modifications were made in the draft rules. The draft amendments in the said Development Plan have been submitted to the State Government for approval in term of provisions as contained in sub-section (2) of the Section 19 of the Himachal Pradesh Town and Country Planning Act, 1977;

AND WHEREAS, the said draft amendment rules submitted by the Director, TCP have been duly considered by the State Government and the same has been rejected; and

NOW, THEREFORE, in exercise of the powers conferred by sub-section (1) of Section 20 of the Himachal Pradesh Town and Country Planning Act, 1977 (Act No. 12 of 1977), the Governor of Himachal Pradesh is pleased to make the following amendments to the Development Plan for the Shimla Planning Area, namely:—

#### AMENDMENTS IN CHAPTER-17

In Chapter-17 of the Development Plan for Shimla Planning Area following amendments are carried out namely:—

1. In sub-regulation 1 (3) of regulations 17.2 “Green Areas” after Sr. No. (xxv), following one new Green areas /belt shall be inserted, namely:—

##### **xxvi. SHRI TARA MATA HILL GREEN AREA**

The boundary of Green Area starting from Shoghi at NH-05 near the building of Sh. Rajender (Adjoining Food Plaza and Tyre Retreat building), then going straight uphill till the Shoghi-Mehli Road, excluding the existing buildings and their premises. Further, following the Shoghi-Mehli Road towards Mehli side upto Railway over-bridge. Further following the Kalka-Shimla Railway Track from this over-bridge towards Tara Devi Railway Station upto entry point of Tunnel No. 91. Further going along a straight line from entry point of tunnel no. 91 to Junction of Nh-05 and Totu/Airport bypass road by crossing the hill between Railway line and NH-05. Further following NH-05 towards Shoghi upto the starting point near building of Sh. Rajender.

2. In sub-regulation 2(4) of Regulation 17.2 “Green Belts”, after clause (b) following new regulation (c) shall be inserted, namely:—

(c) In the green area number **xxvi**, no new private construction shall be allowed except re-construction on old line and addition and alteration in the existing building with prior approval of the State Government. The construction activities pertaining to Shri Tara Mata Complex if any, to be carried out by the trust shall be allowed with prior approval of the State Government.

3. The above amendments shall come into operation from the date of publication in the Official Gazette.

By order,

Sd/-  
(DEVESH KUMAR),  
Principal Secretary (TCP).

## TOWN AND COUNTRY PLANNING DEPARTMENT

### NOTIFICATION

*Dated the 30th May, 2025*

**No. TCP-F(5)-1/2025** .—WHEREAS, the draft Development Plan for **Bhota Planning Area** was issued by the Director, Town and Country Planning Department, Himachal Pradesh, Shimla under the powers conferred by sub-section (1) of Section 19 of the Town and Country Planning Act, 1977 (Act No. 12 of 1977) *vide* Notice No. HIM/TP/PJT/DP-Bhota/2024/Vol-I/5237, dated 03-10-2024 and the same was published in the Rajpatra (e-gazette), Himachal Pradesh on 07-10-2024 for inviting objection(s) and suggestion(s) from the person(s) likely to be affected thereby within 30 days from the date of publication in Rajpatra (e-Gazette), Himachal Pradesh;

AND WHEREAS, no objection(s) and suggestion(s) have been received in this behalf within the stipulated period;

NOW THEREFORE, in exercise of the powers vested under sub-section (1) of section 20 of the Himachal Pradesh Town and Country Planning Act, 1977 (Act No.12 of 1977), the Governor, Himachal Pradesh is pleased to approve the Development Plan for **Bhota Planning Area**, without modifications. It has been hosted at the official website of Department of Town and Country Planning, Himachal Pradesh [www.tcp.hp.gov.in](http://www.tcp.hp.gov.in) with URL: [https://egov-hptcp.s3-ap-south-1.amazonaws.com/hp/property-upload/May/15/1747297242058RIQRUaQuKq.pdf?X-Amz-Algorithm=AWS4-HMAC-SHA256&X-Amz-Credential=AKIAU6GD3RDWJ3NQ4NI6%2F20250516%2Fap-south-1%2Fs3%2Faws4\\_request&X-Amz-Date=20250516T090343Z&X-Amz-Expires=86400&X-Amz-SignedHeaders=host&X-Amz-Signature=0bbe9d7eb1e290d9a02966ec863a97e0b879a1aa6a9d97b26664106ce66870fa](https://egov-hptcp.s3-ap-south-1.amazonaws.com/hp/property-upload/May/15/1747297242058RIQRUaQuKq.pdf?X-Amz-Algorithm=AWS4-HMAC-SHA256&X-Amz-Credential=AKIAU6GD3RDWJ3NQ4NI6%2F20250516%2Fap-south-1%2Fs3%2Faws4_request&X-Amz-Date=20250516T090343Z&X-Amz-Expires=86400&X-Amz-SignedHeaders=host&X-Amz-Signature=0bbe9d7eb1e290d9a02966ec863a97e0b879a1aa6a9d97b26664106ce66870fa). The same may be deemed to have been published in the Rajpatra (e-Gazette), Himachal Pradesh with fore-referred URL linkage as required under sub-section (4) of Section 20 of the Act *ibid*. A Notice is hereby given that a copy of the said Development Plan is available for inspection during office hours in the following offices:—

1. The Director,  
Town and Country Planning Department,  
Nagar Yojana Bhawan, Block No. 32-A, Vikas Nagar,  
Kasumpti, Shimla, Himachal Pradesh-171 009.
2. Town and Country Planner,  
Divisional Town Planning Office,  
Hamirpur, Distt. Hamirpur, Himachal Pradesh.

3. The Secretary,  
Nagar Panchayat Bhota,  
Tehsil & Distt. Hamirpur, Himachal Pradesh.

The said Development Plan shall come into operation from the date of publication of this Notification in Rajpatra (e-Gazette), Himachal Pradesh.

By order,

Sd/-  
(DEVESH KUMAR),  
Principal Secretary (TCP).

## TOWN AND COUNTRY PLANNING DEPARTMENT

### NOTIFICATION

*Dated the 2nd June, 2025*

**No. TCP-F(5)-1/2025** .—WHEREAS, the draft Development Plan for **Shri Chintpurni Special Area** was issued by the Deputy Commissioner, Una-cum-Chairman, Special Area Development Authority, Shri Chintpurni Special Area *vide* Notice No. SADA (Chintpurni)C-1/19-Vol.-III-174-78, dated 19-11-2024 and same was published in the Rajpatra (e-Gazette), Himachal Pradesh on 21-11-2024 for inviting objection(s) and suggestion(s), from the person(s) likely to be affected thereby within 30 days from the date of Publication in Rajpatra (e-Gazette), Himachal Pradesh;

AND WHEREAS, objection(s) and suggestion(s) received within the stipulated period have been duly considered/rejected;

NOW, THEREFORE, in exercise of the powers conferred by sub-section (1) of Section 20 of the Himachal Pradesh Town and Country Planning Act, 1977, the Governor, Himachal Pradesh is pleased to approve the Development Plan for **Shri Chintpurni Special Area**, without modification. It has been hosted at the official website of Department of Town and Country Planning, Himachal Pradesh [www.tcp.hp.gov.in](http://www.tcp.hp.gov.in) with URL: [https://egov-hptcp.s3-ap-south-1.amazonaws.com/hp/property-upload/May/15/1747298547668hXfUWBHItx.pdf?X-Amz-Algorithm=AWS4-HMAC-SHA256&X-Amz-Credential=AKIAU6GD3RDWJ3NQ4NI6%2F20250516%2Fap-south-1%2Fs3%2Faws4\\_request&X-Amz-Date=20250516T091528Z&X-Amz-Expires=86400&X-Amz-SignedHeaders=host&X-Amz-Signature=1c6977870fc6720ac6160b36bfbff49a1bf6d24d7a2a82c4b1407db8e6f84d42](https://egov-hptcp.s3-ap-south-1.amazonaws.com/hp/property-upload/May/15/1747298547668hXfUWBHItx.pdf?X-Amz-Algorithm=AWS4-HMAC-SHA256&X-Amz-Credential=AKIAU6GD3RDWJ3NQ4NI6%2F20250516%2Fap-south-1%2Fs3%2Faws4_request&X-Amz-Date=20250516T091528Z&X-Amz-Expires=86400&X-Amz-SignedHeaders=host&X-Amz-Signature=1c6977870fc6720ac6160b36bfbff49a1bf6d24d7a2a82c4b1407db8e6f84d42) . The same may be deemed to have been published in the Rajpatra (e-Gazette), Himachal Pradesh with fore-referred URL linkage as required under sub-section (4) of Section 20 of the Act *ibid*. A Notice is hereby given that a copy of the said Development Plan is available for inspection during office hours in the following offices:—

1. Member Secretary,  
Special Area Development Authority,  
Shri Chintpurni Special Area-cum-Assistant Town Planner,  
Sub-Divisional Town Planning Office,  
Una, District Una, Himachal Pradesh.

2. Camp Office, Special Area Development Authority,  
Shri Chintpurni Special Area, Lotus Home Stay,  
Village Moin, Tehsil Dehra, District Kangra, Himachal Pradesh.

The said Development Plan shall come into operation from the date of publication of this Notification in the Rajpatra (e-Gazette), Himachal Pradesh.

By order,

Sd/-  
(DEVESH KUMAR),  
Principal Secretary (TCP).

## TOWN AND COUNTRY PLANNING DEPARTMENT

### NOTIFICATION

*Dated the 30th May, 2025*

**No. TCP-F(5)-1/2025** .—WHEREAS, the draft Development Plan for **Sarahan Special Area** was issued by the Sub Divisional Magistrate (Civil), Rampur-cum-Chairman, Special Area Development Authority, Sarahan Special Area *vide* Notice No. HIM/SDTP RPB/SADA-SARAHAN /Vol-II/2017-20-57, dated 3rd February 2025 and same was published in the Rajpatra (e-Gazette), Himachal Pradesh on 7th February 2025 for inviting objection(s) and suggestion(s), from the person(s) likely to be affected thereby within 30 days from the date of Publication in Rajpatra (e-Gazette), Himachal Pradesh;

AND WHEREAS, objection(s) and suggestion(s) received within the stipulated period have been considered and rejected;

NOW, THEREFORE, in exercise of the powers conferred by sub-section (1) of Section 20 of the Himachal Pradesh Town and Country Planning Act, 1977, the Governor, Himachal Pradesh is pleased to approve the Development Plan for **Sarahan Special Area**, without modification. It has been hosted at the official website of Department of Town and Country Planning, Himachal Pradesh [www.tcp.hp.gov.in](http://www.tcp.hp.gov.in) with URL: [https://egov-hptcp.s3-ap-south-1.amazonaws.com/hp/property-upload/May/16/1747397191646CIixgAViPd.pdf?X-Amz-Algorithm=AWS4-HMAC-SHA256&X-Amz-Credential=AKIAU6GD3RDWJ3NQ4NI6%2F20250517%2Fap-south-1%2Fs3%2Faws4\\_request&X-Amz-Date=20250517T100542Z&X-Amz-Expires=86400&X-Amz-SignedHeaders=host&X-Amz-Signature=2b12e69972aa6444d58070c0744c70da30a50c5d12b686728dc3c9a50e01d329](https://egov-hptcp.s3-ap-south-1.amazonaws.com/hp/property-upload/May/16/1747397191646CIixgAViPd.pdf?X-Amz-Algorithm=AWS4-HMAC-SHA256&X-Amz-Credential=AKIAU6GD3RDWJ3NQ4NI6%2F20250517%2Fap-south-1%2Fs3%2Faws4_request&X-Amz-Date=20250517T100542Z&X-Amz-Expires=86400&X-Amz-SignedHeaders=host&X-Amz-Signature=2b12e69972aa6444d58070c0744c70da30a50c5d12b686728dc3c9a50e01d329) The same may be deemed to have been published in the Official Gazette of Himachal Pradesh with fore-referred URL linkage as required under sub-section (4) of Section 20 of the Act *ibid*. A Notice is hereby given that a copy of the said Development Plan is available for inspection during office hours in the following offices:—

1. The Sub-Divisional Magistrate (Civil), Rampur-cum-Chairman,  
Special Area Development Authority,  
Sarahan, District Shimla, Himachal Pradesh.

2. Assistant Town Planner,  
Sub-Divisional Town planning office, Rampur Bushahr-cum-Member Secretary,  
Special Area Development Authority,  
Sarahan, District Shimla, Himachal Pradesh.
3. The Pradhan,  
Gram Panchayat Sarahan and Bonda,  
Up-Tehsil Sarahan, Distt. Shimla,  
Himachal Pradesh-17 2107.

The said Development Plan shall come into operation from the date of publication of this Notification in the Rajpatra (e-Gazette), Himachal Pradesh.

By order,

Sd/-  
(DEVESH KUMAR),  
Principal Secretary (TCP).

**TOWN AND COUNTRY PLANNING DEPARTMENT  
HIMACHAL PRADESH**

FORM-8  
(See rule-11)

**NOTICE OF PUBLICATION OF DRAFT DEVELOPMENT PLAN**

*Dated the 6th June, 2025*

**No. HIM/TP/PJT/DP-Jogindernagar/2023/Vol-I/-1722-45.**—In exercise of the powers vested under sub-section (1) of Section 19 of the Himachal Pradesh Town and Country Planning Act, 1977 (Act No. 12 of 1977), the draft Development Plan for **Jogindernagar Planning Area** is hereby published and the Notice is given that a copy of the said draft Development Plan is available for inspection during the office hours in the following offices:—

1. The Director,  
Town and Country Planning Department,  
Nagar Yojana Bhawan, Block No. 32-A, Vikas Nagar,  
Kasumpti, Shimla, Himachal Pradesh-171009.
2. The Town and Country Planner,  
Divisional Town Planning Office,  
Mandi, District Mandi, Himachal Pradesh.
3. The Executive Officer,  
Municipal Council, Jogindernagar,  
District Mandi, Himachal Pradesh.

The particulars of the said draft Development Plan have been specified in the Schedule below:—

If there be any objection or suggestion with respect to the Draft Development Plan so prepared, it should be sent in writing to the Director, Town and Country Planning Department, Nagar Yojana Bhawan, Block No. 32-A, Vikas Nagar, Kasumpti, Shimla, Himachal Pradesh-171009 or to the Town and Planner, Divisional Town Planning Office, Mandi, District Mandi, Himachal Pradesh or to the Executive Officer, Municipal Council, Jogindernagar, District Mandi, Himachal Pradesh within a period of thirty days from the date of publication of this Notice in the Official Gazette of Himachal Pradesh.

### SCHEDULE

1. The Existing Land Use Maps.
2. A narrative report, supported by maps and charts explaining the provisions of the draft Development Plan.
3. The phasing of implementation of the draft Development Plan as suggested by the Director.
4. The provisions for enforcing the draft Development Plan and stating the manner in which permission for development may be obtained.

Place: Shimla

Date: 06-06-2025

-Sd-  
(KAMAL KANT SAROCH),  
Director,  
Town and Country Planning Department,  
Himachal Pradesh, Shimla-171 009,

### TRANSPORT DEPARTMENT

#### NOTIFICATION

*Shimla-171002, the 09th June, 2025.*

**No. TPT-A(1)-1/2023-Vol.-II.**—The Governor, Himachal Pradesh is pleased to grant extension in service for a further period of six months with effect from 12-06-2025 to 11-12-2025 in favour of Sh. Ajay Sharma, Director, Ropeways and Rapid Transport System Development Corporation (RTDC) Ltd. in public interest.

Sd/-

(R.D. NAZEEM, IAS),  
Principal Secretary (Transport).

**LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT****NOTIFICATION***Shimla-171 002, the 28th April, 2025*

**No. LEP-E/1/2024.**—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of awards of the following cases announced by the **Presiding Judge, Labour Court-cum-Industrial Tribunal, Dharamshala, H.P.** on the website of the Printing & Stationery Department, Himachal Pradesh *i.e.* “e-Gazette”:—

1.	44/22	Naveen Kumar	D.F.O. Pangi	08.01.2025
2.	104/23	Kuldeep Kumar	M.D. M/S Kangra Herbs	14.01.2025
3.	108/23	Ajay Kumar	-do-	-do-
4.	111/23	Dinesh Kumar	-do-	-do-
5.	493/16	Surender Kumar	M/s Universal Electric Er. & other	15.01.2025
6.	491/16	Gurbhajan Singh	-do-	-do-
7.	492/16	Bhupender Singh	-do-	-do-
8.	495/16	Harjinder Singh	-do-	-do-
9.	490/16	Kuldeep Singh	-do-	-do-
10.	507/16	Pyar Singh	-do-	-do-
11.	509/16	Kamal Singh	-do-	-do-
12.	29/16	Amar Singh	E.E.HPPWD Sunder Nagar	-do-
13.	615/15	Sachin Minhas	The Chairman-cum-Managing Director, H.P. Ex. Serviceman Corporation Hamirpur.	18.01.2025
14.	554/15	Prakash Chand	-do-	-do-
15.	75/18	Ranjeet Singh	Secy. Kohinoor Sarvhit Sabha	20.01.2025
16.	76/18	Gopal Verma	-do-	-do-
17.	59/21	Pankaj Kumar	C.M.O. Mandi & Other	22.01.2025
18.	55/23	Rajesh Kumar	S.M.O. Rogi Kalyan Joginder Nagar.	23.01.2025
19.	150/17	Madan Lal	Employer Chirchind Hydro Power Chamba.	23.01.2025

By order,

Sd/-  
(PRIYANKA BASU INGTY, IAS),  
Secretary (Lab. Emp. & O.P.).



**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-  
CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)  
(CAMP AT CHAMBA)**

Reference No. : 44/2022

Date of Institution : 05.3.2022

Date of Decision : 08.01.2025

Shri Naveen Kumar s/o Late Shri Sumant Ram, r/o Village Thandal, P.O. Purthi, Tehsil Pangi, District Chamba, H.P., through the General Secretary, District Committee, All India Trade Union Congress (INTUC), HO CHEP, Stage-II, Karian, P.O. Hardaspura, Tehsil & District Chamba, H.P. . . *Petitioner.*

*Versus*

The Divisional Forest Officer, Forest Division Pangi at Killar, District Chamba, H.P. . . *Respondent.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. O.P. Bhardwaj, Ld. Adv.

For Respondent : Sh. Anil Sharma, Ld. DDA

**AWARD**

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Joint Labour Commissioner :

“Whether the action of the employer *i.e.* the Divisional Forest Officer, Forest Division Pangi at Killar, District Chamba, H.P. not to regularize the services of Shri Naveen Kumar s/o Late Shri Sumant Ram, r/o Village Thandal, P.O. Purthi, Tehsil Pangi, District Chamba, H.P. through the General Secretary, District Committee, All India Trade Union Congress (INTUC), HO CHEP, Staet-II, Karian, P.O. Hardaspura, Tehsil & Dsitric Chamba, H.P. on completion of continuous service of 8 years *w.e.f.* 01-01-2016 (as alleged by workman), as defined in Section 25(B) of the Industrial Disputes Act, 1947 *i.e.* 160 working days in every year, as per policy of the Himachal Pradesh Government, is legal and justified? If not, what benefit regarding regularization, back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?”

2. The brief facts as stated in the claim petition are that the petitioner belongs to Tehsil Pangi of District Chamba which are remote part of District Chamba and declared as scheduled Tribe area. The petitioner was engaged as daily wage worker on muster roll basis since the year 2008 in Forest Range Purthi Forest Division Pangi at Killar and continuously worked with the respondent department. It is alleged that the services of the petitioner were engaged and disengaged by giving fictional breaks from time to time so as to not to allow him to complete 160 days in a calendar year for the purpose of regularization. It is further submitted that in the year 2009 the service condition of the petitioner were changed from daily wage basis without any notice under Section 9-A of the Industrial Disputes Act. The services of petitioner were replaced with bill basis thereby not only changing the service condition but also the period of mode of payment. The

petitioner alleges that respondent has not only violated the specific provisions of the Industrial Disputes Act but also ignored notification No. FFE-B-C(1)-35/2009 Shimla-2 issued by the Government of H.P. regarding engaging of workers on muster rolls even after introduction of bill basis system. The bill basis system was introduced in all the Divisions of District Chamba in the year 2014 but in the case of petitioner this condition was violated by the respondent. According to petitioner he is entitled to be issued muster roll as he continued daily wager at the time when system was introduced in District Chamba. Thus total period of his service was to be treated as on muster roll basis since 28.9.2009 for the purpose of completion of 160 days in a calendar year. According to petitioner, respondent by their act and conduct has snatched the opportunity of petitioner for getting benefit of regularization within a period of 8 years as per policy of Government which amounts to unfair labour practice under the provisions of the Act. The petitioner alleged that he is entitled for back wages, seniority, past service benefits and regularization as per policy of the State Government and as per common judgment of Hon'ble High Court of H.P. in CWP No. 2735 of 2010 decided on 28.7.2010 titled as Rakesh Kumar vs. State of H.P. It is alleged that respondent has regularized the services of persons junior to the petitioner who were engaged on muster roll basis after petitioner. This action of respondent in respect of the petitioner was highly unjustified. The respondent has also violated the principle of 'last come first go' as person junior to the petitioner have been retained continuously without any breaks and also granted the benefits of regularization. The petitioner has mentioned the names of the workers in the petition whose services have been regularized by the respondent department. According to petitioner he never remained close for work since the year 2008 but the respondent has intentionally given fictional breaks without any fault on the part of the petitioner despite availability of work. Had the services of the petitioner not been interrupted by giving artificial/fictional breaks he would have completed 8 years of continuous services as on 31.12.2015 and would have become entitled for regularization of his daily wage services w.e.f. 1.1.2016. The petitioner would have also been entitled for work charge/regularization w.e.f. 1.1.2016 as the common judgment of Hon'ble High Court titled as Rakesh Kumar vs. State of H.P. In view of the facts and circumstances the petitioner has prayed that the period of intermittent fictional breaks given to the petitioner by the respondent during his entire service period may be counted towards the calculation of continuous service of 160 days in each calendar year. It is also prayed that the services of the petitioner may be regularized w.e.f. 1.1.2016 under 8 years of regularization policy along-with back wages, seniority, past service benefits and compensation from the respondent department.

3. In reply to the claim petition the respondent has raised preliminary objections qua maintainability, suppression of material facts, petition being bad due to period of limitation and being time barred and estoppel. On merits, it is asserted that petitioner was not engaged in Purthi Range of Pangi Forest Division w.e.f. June, 2008 however as per record the petitioner worked in Purthi Range w.e.f. April, 2001 which is clear from the mandays chart produced by the respondent. It is also asserted that petitioner had been working with the respondent on the lowest quotation and accordingly payments were made to him as per measurement of work done by him. The services of daily wagers were being regularized as per policy of Government of H.P. who have completed minimum 160 days of work in a calendar year. On the other hand the petitioner has worked with the replying respondent on lowest quotation rate and on the basis of which the payment was being made to him. It is denied that petitioner was disengaged and re-engaged by giving fictional breaks but only those workers were regularized who completed 8 years of continuous service with minimum 160 days of work in one calendar year. The services of the petitioner cannot be considered towards regularization due to reason that he had not completed five years continuously with minimum 160 days in a calendar year. It is also denied that the services of the petitioner were terminated orally by the department as the petitioner had actually worked in Purthi Range Forest Division. The respondent has denied violation of the principle of 'last come first go' in the present case. Other averments made in the petition were denied and it is prayed that petition deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the services of the petitioner are liable to be regularized by the respondent as per the policies of the government as claimed? . . *OPP.*
2. If issue no.1 is proved in affirmative, to what relief, the petitioner is entitled to? . . *OPP.*
3. Whether the claim petition is not maintainable, as alleged? . . *OPR.*
4. Whether the petitioner has not come to this Court with clean hands and has suppressed the material facts, as alleged. If so, its effect? . . *OPR.*
5. Whether the claim petition is bad due to delay and laches, as alleged? . . *OPR.*
6. Whether the petitioner is estopped to file the present case at his own act, conduct & acquiescence, as alleged? . . *OPR.*

#### Relief

6. In order to prove his case the petitioner has produced on record his affidavit wherein he reiterated the fact stated in the petition. He also produced on record seniority list Ext. P1, notice dated 27.11.2020 Ext. P2, order dated 12.6.2017 Ext. P3, orders dated 5.7.2017 Ext. P4 to Ext. P7, judgment dated 22.4.2013 Ex. P8, order dated 10.12.2020 Ex. P9 and reply to demand notice along-with mandays chart Ext. P10.

7. Respondent has examined Shri Devender Singh Dadhwal s/o Shri Rattan Singh presently posted as Divisional Forest Officer, Forest Division Pangi, District Chamba, H.P. by way of affidavit Ext. RW1/A wherein he reiterated the facts mentioned in the reply. He also produced on record copy of mandays along-with bills of the petitioner Ext. RW1/B.

8. I have heard the learned Counsel for the petitioner as well as learned Deputy District Attorney for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

- |             |   |                     |
|-------------|---|---------------------|
| Issue No. 1 | : | Yes                 |
| Issue No. 2 | : | Decided accordingly |
| Issue No. 3 | : | No                  |
| Issue No. 4 | : | No                  |
| Issue No. 5 | : | No                  |
| Issue No. 6 | : | No                  |

Relief : Claim petition is partly allowed per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issue No.1

10. In the reply on behalf of respondent it is mentioned that the petitioner had worked in Purthi Forest Range *w.e.f.* April, 2001 largely on lowest quotation rates/payments. Petitioner has stated on oath that he had worked on muster roll basis since 2008 and was given intentional breaks by the respondent thus his condition of service were changed in the year 2009 without notice which act on the part of the respondent is violation of the provisions of the Industrial Disputes Act. He has also alleged that he was intentionally provided fictional breaks. He has denied that department has invited quotation and his quotation was lowest. He further denied that he was never kept on service or disengaged by the respondent. Petitioner also denied that he had never worked for continuously 160 days in a calendar year and never worked on daily wage basis with the department.

11. Respondent has examined Shri Devender Singh Dadhwal, Divisional Forest Officer as RW1 who has admitted that vide Ext. RW1/B copy of mandays chart the department has engaged the petitioner as beldar/daily wager since 2001. He asserts that petitioner was engaged for seasonal work from time to time and not continuously. This witness also admits that there is no notification of seasonal work but later on states that such notification exists. Respondent department however has not produced any such notification on record during course of evidence. RW1 Shri Devender Singh Dadhwal admits that petitioner was employed on bill basis from his earlier muster roll basis but no notice was given. Ext. RW1/B shows that after the petitioner was employed on muster roll in 2001 he was further employed on bill basis in 2006, 2007 and 2009 onwards. In between he worked on daily wage basis from 1.11.2007 to 20.11.2007, 1.12.2008 to 3.12.2008 and 1.4.2009 to 30.4.2009. During the above interval petitioner was alternatively employed on bill basis and muster roll basis from time to time without any notice qua changing of his service condition. RW1 has admitted that since his initial employment the petitioner is continuing to work with the department. He is unable to state that petitioner was ever absent from work. He admits that the department failed to produce the mandays of the work done by the petitioner on bill basis and he also admits that respondent department has failed to produce quotations, notification of bid and documents pertaining to bids to petty contractor neither schedule rates have been produced. It has been held by Hon'ble High Court of H.P. in **Ram Singh vs. State of Himachal Pradesh and others in CWP No.789 of 2024, decided on 4.7.2024** has observed in para nos. 5 and 6 as follows:—

- “5. It is not in dispute that the petitioner is serving with the respondents-Department since 2015 continuously by putting in more than 240 days in each calendar. It appears that in order to deny such kind of workmen, the benefits of regularization, respondent-State has come with the nomenclature of “bill basis” but, fact of the matter still remains that be it a daily wager or a bill basis worker, he is serving the Department regularly putting in more than 240 days in each calendar.
6. This Court of the considered view that the distinction, which is now being created by the respondents- Department between a daily wage worker and a bill base worker is violative of Article 14 of the Constitution of India. Be it a daily wage worker or a bill base worker, he is rendering the same service to the Department. Therefore, in the absence of their being any intelligible differentia between a daily wage worker and bill base worker, the classification that has been made by the Department cannot pass the touch stone of Article 14 of the Constitution of India”.

12. Learned counsel for the petitioner has vehemently argued that despite the fact admitted by RW1 Shri Devender Singh Dadhwal that notification of bill basis is regarding to keeping on work in the year 2009, the petitioner was shown to have been engaged on bill basis since the year 2006. Thus the respondent has violated the provisions of Section 9-A of the Industrial Disputes Act. Respondent has deliberately provided fictional breaks to petitioner and not allowed him to complete 160 days of work despite availability of work. Admittedly the petitioner had continued to work with the respondent from year 2006 till 2019. Non production of mandays record with respect to alleged work on bill basis would lead this court to draw inference against the respondent and petitioner is presumed to have worked with the respondent for the requisite number of mandays necessary to be counted as continuous period of employment with the respondent. The condition of service of petitioner have been changed in violation of the provisions of Section 9-A of the Industrial Disputes Act. It is also clear that respondent was giving deliberate fictional breaks and consistently changing condition of service of petitioner from muster rolls basis to bill basis in order to avoid to keep of record of number of mandays rendered by the petitioner while in service with the respondent. The above act of the respondent not only violated the provisions of Industrial Disputes Act but also amounts to unfair labour practices in violation of the fundamental rights of the petitioner. The document Ext. P1 produced on record by the petitioner shows that the persons who have been appointed after the appointment of the petitioner at serial nos. 9, 10 & 11 have already been regularized by the department. Consequently the services of petitioner w.e.f. 2006 to 2019 have to be counted as continuous service for the purpose of his regularization and consequential benefits as per policies of the Government. Issue No.1 is accordingly decided in the favour of petitioner.

### **Issue No. 2**

13. It has been proved from the oral as well as documentary evidence produced before this court that petitioner was initially employed in the year 2001 on daily wage basis. Subsequent to the year 2006 he was being alternatively employment on daily wage basis and bill basis. Fictional breaks were given in his service without any proof of seasonal nature of work and respondent has failed to keep record of mandays which have been rendered by him during his service shown to have been carried out on the bill basis. In view of the findings on issue no.1 above the petitioner is held to be in continuous employment of the respondent since 2006 onwards. He is held entitled for all the consequential benefits including regularization as per policy of the Government from the date of his juniors have been regularized by the department. Issue no.2 is accordingly decided in the favour of the petitioner.

### **Issues No. 3, 4, 5 & 6**

14. The onus of proving these issues was on the respondent. Nothing appears from the pleadings of the parties as well as evidence produced on record to show that the petitioner has suppressed the material facts from this court or the petitioner is estopped to file the claim out of his own act and conduct. As per mandays produced before this court he has continuously worked with the department. The juniors of the petitioner were regularized in the year 2017. In these circumstances there is no inordinate delay in preferring the present claim petition on the part of the petitioner. Accordingly issues no. 3 to 6 are decided in the favour of the petitioner and the claim petition is maintainable.

### **Relief**

15. In view of my discussion on the issues no. 1 to 6 above, the claim petition succeeds and is partly allowed. The petitioner shall be considered to be in a continuous service as daily wagger from July 2006 onwards. He is held entitled for all the consequential benefits including

regularization as per policy of the Government from the date of his juniors have been regularized by the department. Parties are left to bear their costs.

16. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 8th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*  
*(Camp at Chamba).*

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**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 104/2023

Date of Institution : 29.11.2023

Date of Decision : 14.01.2025

Shri Kuldeep Kumar s/o Shri Parshotam Chand, r/o V.P.O. Durgella, Tehsil Shahpur,  
District Kangra, H.P. . . *Petitioner.*

*Versus*

The Managing Director, M/s Kangra Herbs (P) Limited, V.P.O. Durgella, Tehsil Shahpur,  
District Kangra, H.P. . . *Respondent.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Petitioner in person

For Respondent : Sh. Vishal Awasthy, Ld. Adv.

**AWARD**

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:

“Whether the action of the Managing Director, M/s Kangra Herbs (P) Limited, V.P.O. Durgella, Tehsil Shahpur, District Kangra, H.P. to close down their establishment *w.e.f.* 08-12-2022 *vide* notice dated 07-12-2022 (copy enclosed) and terminating the services of Shri Kuldeep Kumar s/o Shri Parshotam Chand, r/o V.P.O. Durgella, Tehsil Shahpur, District Kangra, H.P. *w.e.f.* 08-12-2022 without paying his legal dues as per applicable labour laws and without complying with the provisions of the Industrial Disputes Act, 1947,

is legal and justified? If not, what relief of service benefits, the aggrieved workman is entitled to from the above employer/Management?"

2. Vide separate statement of petitioner Shri Kuldeep Kumar which is duly identified Shri Vishal Awasthy, Ld. Advocate, he (petitioner) intends to withdraw the present claim/reference.

3. In view of the above statement of petitioner the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 14th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

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**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 108/2023

Date of Institution : 29.11.2023

Date of Decision : 14.01.2025

Shri Ajay Kumar s/o Shri Roop Lal, r/o V.P.O. Durgella, Tehsil Shahpur, District Kangra,  
H.P. . . *Petitioner.*

*Versus*

The Managing Director, M/s Kangra Herbs (P) Limited, V.P.O. Durgella, Tehsil Shahpur,  
District Kangra, H.P. . . *Respondent.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Petitioner in person

For Respondent : Sh. Vishal Awasthy, Ld. Adv.

**AWARD**

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner :

“Whether the action of the Managing Director, M/s Kangra Herbs (P) Limited, V.P.O. Durgella, Tehsil Shahpur, District Kangra, H.P. to close down their establishment *w.e.f.* 08-12-2022 *vide* notice dated 07-10-2022 (copy enclosed) and terminating the services of Shri Ajay Kumar s/o Shri Roop Lal, r/o V.P.O. Durgella, Tehsil Shahpur, District Kangra, H.P. *w.e.f.* 08-12-2022 without paying his legal dues as per applicable labour laws and without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what relief of service benefits, the aggrieved workman is entitled to from the above employer/Management?”

2. *Vide* separate statement of petitioner Shri Ajay Kumar which is duly identified Shri Vishal Awasthy, Ld. Advocate, he (petitioner) intends to withdraw the present claim/ reference.

3. In view of the above statement of petitioner the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 14th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-  
CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 111/2023

Date of Institution : 29.11.2023

Date of Decision : 14.01.2025

Shri Dinesh Kumar s/o Shri Roshan Lal, r/o Village Dugiyari, P.O. Tiara, Tehsil Shahpur,  
District Kangra, H.P. . . . *Petitioner.*

*Versus*

The Managing Director, M/S Kangra Herbs (P) Limited, V.P.O. Durgella, Tehsil Shahpur,  
District Kangra, H.P. . . . *Respondent.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Petitioner in person

For Respondent : Sh. Vishal Awasthy, Ld. Adv.



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**AWARD**

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner :

“Whether the action of the Managing Director, M/s Kangra Herbs (P) Limited, V.P.O. Durgella, Tehsil Shahpur, District Kangra, H.P. to close down their establishment *w.e.f.* 08-12-2022 *vide* notice dated 07-10-2022 (copy enclosed) and terminating the services of Shri Dinesh Kumar s/o Shri Roshan Lal, r/o Village Dugiyari, P.O. Tiwara, Tehsil Shahpur, District Kangra, H.P. *w.e.f.* 08-12-2022 without paying his legal dues as per applicable labour laws and without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what relief of service benefits, the aggrieved workman is entitled to from the above employer/Management?”

2. *Vide* separate statement of petitioner Shri Dinesh Kumar which is duly identified Shri Vishal Awasthy, Ld. Advocate. He (petitioner) intends to withdraw the present claim/ reference.

3. In view of the above statement of petitioner the present claim/reference is dismissed as withdrawn. The parties are left to bear their costs.

4. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 14th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

---

**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 493/2016

Date of Institution : 22.08.2016

Date of Decision : 15.01.2025

Shri Surender Kumar s/o Shri Daya Ram, r/o Village Roura Jaman, P.O. Tarsu, Tehsil Shri Naina Deviji, District Bilaspur, H.P. . . . *Petitioner.*

*Versus*

1. The Partners, M/s Universal Electric Engineers, Dalhousie Road Pathankot, Punjab (Contractor).

2. The Executive Engineer, Changer Area Lift Irrigation Project Division, Bassi, District Bilaspur, H.P. (Principal Employer) . . Respondents.

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. Vijay Kaundal, Ld. Adv.

For the Respondent No. 1 : Sh. Manish Awasthi, Ld. Adv.

For Respondent No. 2 : Sh. Anil Sharma, Ld. Dy. D.A.

**AWARD**

The following reference has been received by this court for adjudication from the appropriate Government/Deputy Labour Commissioner :

“Whether termination of services of Shri Surender Kumar s/o Shri Daya Ram, r/o Village Roura Jaman, P.O. Tarsu, Tehsil Shri Naina Deviji, District Bilaspur, H.P. *w.e.f.* 01-07-2012 by (i) the Partners, M/s Universal Electric Engineers, Dalhousie Road Pathankot, Punjab (Contractor) and (ii) the Executive Engineer, Changer Area Lift Irrigation Project Division Bassi, District Bilaspur, H.P. (Principal Employer), without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employers?”

2. The brief facts as stated in the claim petition are that the petitioner had worked as daily wage beldar with respondent no. 2 in Changer Area, Medium Lift Irrigation Scheme *w.e.f.* 1.11.2011 till 30.6.2012 continuously. The petitioner alleges that his daily wages services were terminated by the verbal order dated 01.07.2012 without any reason and without any notice which amounts to unfair labour practice on the part of the respondent. It is also alleged that on 1.7.2012 the respondents had allotted the work on contract without providing any information and all the matter kept confidential. The petitioner alleged that the respondent has violated the provisions of Section 25B, 25-F(b), 25-G and 25-H of the Industrial Disputes Act, 1947 and principle of ‘Last Come First Go’. He alleged that he has worked for more 240 days in a year. He is unemployed and till date no employment is available to him. The petitioner has prayed for reinstatement of service along-with seniority and continuity of service and other consequential benefit and back wages.

3. In reply on behalf of respondent no.1 preliminary objections qua maintainability, non joinder of necessary party and no employer employee relationship between the respondent no.1 and petitioner have been raised. On merit, it is denied that the petitioner had worked continuously *w.e.f.* 1.11.2011 to 30.6.2012. It is asserted that neither the petitioner was part time nor regular employee of respondent no.1 but he was daily rated casual labourer and his services were engaged as a daily rated casual labourer for operation of pumping machinery by respondent no. 2. The petitioner was a contractual labourer and the contract of the respondent no.1 with respondent no.2 come to an end in May, 2013 and as such the services of the petitioner were no more required by the respondent no.1. It is asserted that before completion of contract one month prior notice was given to the petitioner as well as all the payments of labourer were cleared till May, 2013. It is asserted that after completion of the work of respondent no.1 a new contract of operation and maintenance for the same pumping machinery was awarded to one Shri Vijay Kumar Contractor, M/s Vasudev Electrical VPO Mojowal (Naya Nangal), Punjab and the same labour had worked under the said contractor. All the other averments made in the claim petition are denied in parawise and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In reply on behalf of respondent no. 2 has raised preliminary objections qua maintainability and no employer employee relationship between the respondent no.2 and petitioner. On merits, it is denied that the petitioner was engaged as daily wage helper on 1.11.2011 by the respondent no. 2 and he (petitioner) worked upto 30.6.2012 with the respondent no.2. It is also denied that the work was allotted to contractor on 1.7.2012 through tender. It is denied that the respondent no. 2 had terminated the services of the petitioner. It is asserted that the Changer Area Medium Lift Irrigation Project was constructed through various contractors and after its completion it was awarded to various contractors for operation and maintenance of the same project by outsourcing of labour in the year 2012-13. The petitioner was never engaged nor terminated by the respondent, thus there was no relationship of employer and employee between the respondent No. 2 and petitioner. It is also asserted that neither the petitioner nor other workers were engaged by the respondent no. 2 when the petitioner along-with other workers raised demand notice before the Labour-cum-Conciliation Officer then the respondent filed reply *vide* letter No. 2160-62 dated 08-01-2014 along-with list of workers mentioned in the demand notice before the Labour-cum-Conciliation Officer Bilaspur. Other averments made in the petition were denied and it is prayed that the petition deserved to be dismissed.

5. In rejoinder the preliminary objections were denied and facts stated in the petition have been reasserted and reaffirmed.

6. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether termination of services of the petitioner by the respondents *w.e.f.* 01-07-2012 is/was illegal and unjustified, as alleged? . . . *OPP.*
2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to? . . . *OPP.*
3. Whether the claim petition is not maintainable, as alleged? . . . *OPR.*
4. Whether the claim petition is bad for non-joinder of necessary parties, as alleged? . . . *OPR.*
5. Whether there exists no relationship of employer and employee between the petitioner and respondents, as alleged? . . . *OPR.*

#### Relief

7. The petitioner in order to prove his case examined himself by way of affidavit Ext. PW1/A wherein he reiterated the facts alleged in the claim petition.

8. It is pertinent to mention here that respondent no.1 had given many opportunities to adduce evidence despite this fact neither steps have been taken nor witnesses have been produced before this court by respondent no.1 hence the evidence of respondent no.1 was closed by the order of court on 22.11.2024.

9. Respondent no. 2 examined Sh. Satish Kumar Sharma, Executive Engineer, Jal Shakti Division Bilaspur by way of affidavit Ex. RW1/A. He also produced on record copy of list of employees submitted by respondent no.1 Ext. RW1/B, copy of list of attendance Ext. RW1/C, copy of list of applicants Ext. RW1/D, copy of notice inviting tender Ext. RW1/E, copy of letter dated 8.1.2014 Ext. RW1/F, copy of letter to respondent no.1 Ext. RW1/G, copy of letter to KD Sharma

Ext. RW1/H, copy of letter to respondent no.1 Ext. RW1/J, copy of letter to Vijay Kumar Ext. RW1/K, copy of letter to Vijay Kumar Ext. RW1/L, copy of letter to Ravinder singh Ext. RW1/M and copy of letter to Vijay Kumar Ext. RW1/N.

10. I have heard the learned Counsel for the petitioner as well as learned Dy. D.A. for the respondent at length and records perused.

11. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1	:	No
Issue No. 2	:	No
Issue No. 3	:	Yes
Issue No. 4	:	No
Issue No. 5	:	Yes
Relief	:	Claim petition is dismissed per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issues No.1 and 5

12. Both the issues shall be taken up together for the purpose of adjudication.

13. The petitioner has asserted that his services were engaged by respondent no. 2 *w.e.f.* 1.11.2011 on daily wage on muster roll basis in the capacity of beldar without any appointment letter and thereafter he continued to work with the respondent No. 2 till 30.6.2012 under the control and supervision of the Junior Engineer/Assistant Engineer, Bassi. The petitioner also asserts that he had completed 240 days of work and his attendance was marked and payment was made by Junior Engineer every month. The petitioner further asserted that at the time of his appointment he was asked to produce his birth certificate, qualification and two passport size photos by the respondent No. 2. He performed his duty in Changer Area Lift Irrigation Project Bassi. While alleging his illegal termination by respondent no. 2 on 1.7.2012 he has very categorically stated that he has never worked during service with respondent no.1 contractor *w.e.f.* 1.11.2011 to 30.6.2012. The respondent no.1 had never issued any appointment letter to him regarding his engagement and did not make any payment during his period of service. He also alleges that attendance of petitioner was not marked by respondent no.1.

14. Respondent no.1 in their reply have submitted that they had engaged the services of the petitioner as daily rated casual labour for the operation of pumping machinery by respondent no. 2. The contract of respondent no.1 with respondent no. 2 came to an end in May, 2013 consequently the services of petitioner were not more required as it was linked to the length of contract of respondent no.1 with respondent no.2. Respondent no.1 further asserts that they had given one month's prior notice to the claimant/petitioner before completion of the contract and all the payment of labourer were cleared till 2013. No evidence could be produced by respondent no.1 despite opportunity.

15. The statement of petitioner in claim petition points towards the fact that the petitioner has confined his claim only against respondent no. 2. In cross-examination the petitioner has denied that he had worked under different contractors at different time or project or that he was employed by respondent no.1 and also his services came to an end after the completion of the contract between respondent no.1 and respondent no. 2.

16. RW1 Shri Satish Kumar Sharma, Executive Engineer has deposed that the petitioner was engaged on outsource basis through contractor respondent no.1 under the scheme of A/R and M/O Medium Lift Irrigation Project Changer Area from Anandpur Hydel Channel. He alleges that petitioner was an employee of respondent no.1 thus he was neither engaged nor terminated by respondent no. 2. The copy of notice inviting tender Ext.RW1/E and the letters Ext.RW1/F, Ext.RW1/G, Ext.RW1/H, Ext.RW1/J and Ext.RW1/K, Ext.RW1/L, Ext.RW1/M and Ext.RW1/N also show that various works of scheme were given on contract to various private contractors for particular period of time. In the pleadings presented on behalf of respondent no.1 the contention of respondent no. 2 has been accepted and it is also mentioned that the petitioner was employed by respondent no.1 for the period of contract which was assigned to it by respondent no. 2. Considering the claim which has been preferred on behalf of petitioner the onus to prove the employer employee relationship between the petitioner and respondent no. 2 was solely on the petitioner. This fact has been denied and contested by respondent no.2 hence oral and documentary evidence in this regard was to be produced initially by the petitioner. Except the bald statement of petitioner there is no other oral and documentary evidence pointing towards the fact that the petitioner had been appointed and was terminated by the order of the respondent no. 2. The document Ext. RW1/B, Ext. RW1/C are the documents prepared by respondent nos.1 and 2 regarding the work done by the workers under them and also their date of engagement as well as attendance for June, 2012. Ext. RW1/D is merely a list of workers who had raised their claim against the respondents. RW1 Shri Satish Kumar Sharma has admitted that project was supervised by the official of the department but denied that contract was merely a formality. He has denied that petitioner was employed and terminated by respondent no. 2. He however admits that the department has no license under Contract Labour (Regulation and Abolition) Act of 1970 nor any document has been produced on record which would exempt the department from obtaining license under Contract Labour (Regulation and Abolition) Act of 1970. Hon'ble Supreme Court in **Dena Nath and Ors vs. National Fertilizers Ltd. and Ors, AIR 1992 SC 457** has held as follows:—

“....The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this court, but we would place on record that we do not agree with the aforequoted observations of the Madras High Court about the effect of non-registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same”.

17. There is nothing on record to exhibit that document pertaining to the engagement of labourers through a contractor were merely a camouflage or that the workmen had actually been employed by the department *i.e.* respondent no. 2. There is no evidence of direct supervision of the workmen, appointment and termination by respondent no. 2. The record for payment being

received directly by respondent no. 2 is also not produced by the petitioner thus even in the absence of mandatory license of Contract Labour (Regulation and Abolition) Act of 1970, the petitioner workman cannot be treated as an employee of the principle employer i.e. respondent no. 2. The claim of petitioner against respondent no. 1 being wholly unpressed, there is nothing to prove employment of employer and employee relationship between the petitioner and respondent no. 2. In these circumstances it cannot be held that petitioner's services were illegally terminated by the respondents. Accordingly issues no. 1 and 5 are decided in the favour of the respondents.

#### **Issue No. 2**

18. The onus of proving this issue was on the petitioner. The petitioner has failed to discharge burden of proving employer employee relationship between petitioner and respondent no.2 against which the relief has been claimed hence petitioner is not entitled to the relief prayed for and this issue is also decided in the favour of the respondents.

#### **Issue No. 3**

19. Maintainability of petition was challenged by the respondent on the ground that petitioner had not worked under the respondent. The work of irrigation scheme has been awarded to respondent no.1 and the petitioner has however denied that he was ever employed by respondent no.1, nor pressed his claim against respondent no.1. In these circumstances the present petition is not maintainable.

#### **Issue No. 4**

20. In the present case in addition to the petitioner the principle employer as well as the contractor who has obtained labour by way of outsource have been impleaded as party in the claim petition. It appears from the circumstances of the claim that there was no any other necessary or proper parties to the present claim hence the claim is not bad for non-joinder of necessary parties.

#### **Relief**

21. In view of my findings on the issues no. 1, 2, 3 and 5 above the claim petition filed on behalf of the petitioner is not maintainable and the same is dismissed. Parties are left to bear their costs.

22. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 15th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 491/2016

Date of Institution : 22.08.2016

Date of Decision : 15.01.2025

Shri Gurbhajan Singh s/o Shri Ram Asra, r/o Village Baherda, P.O. Bassi, Tehsil Shri Naina Deviji, District Bilaspur, H.P. . . . *Petitioner.*

*Versus*

1. The Partners, M/s Universal Electric Engineers, Dalhousie Road Pathankot, Punjab (Contractor).

2. The Executive Engineer, Changer Area Lift Irrigation Project Division, Bassi, District Bilaspur, H.P. (Principal Employer) . . . *Respondents.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. Vijay Kaundal, Ld. Adv.

For the Respondent No. 1 : Sh. Manish Awasthi, Ld. Adv.

For Respondent No. 2 : Sh. Anil Sharma, Ld. Dy.D.A.

**AWARD**

The following reference has been received by this court for adjudication from the appropriate Government/Deputy Labour Commissioner :

“Whether termination of services of Shri Gurbhajan Singh s/o Shri Ram Asra, r/o Village Baherda, P.O. Bassi, Tehsil Shri Naina Deviji, District Bilaspur, H.P. *w.e.f.* 01-07-2012 by (i) the Partners, M/s Universal Electric Engineers, Dalhousie Road Pathankot, Punjab (Contractor) and (ii) the Executive Engineer, Changer Area Lift Irrigation Project Division Bassi, District Bilaspur, H.P. (Principal Employer), without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employers?”

2. The brief facts as stated in the claim petition are that the petitioner had worked as daily wage Mali with respondent no.2 in Changer Area, Medium Lift Irrigation Scheme *w.e.f.* 1.5.2011 till 30.6.2012 continuously. The petitioner alleges that his daily wages services were terminated by the verbal order dated 01.07.2012 without any reason and without any notice which amounts to unfair labour practice on the part of the respondent. It is also alleged that on 1.7.2012 the respondents had allotted the work on contract without providing any information and all the matter kept confidential. The petitioner alleged that the respondent has violated the provisions of Section 25B, 25-F(b), 25-G and 25-H of the Industrial Disputes Act, 1947 and principle of ‘Last Come

First Go'. He alleged that he has worked for more 240 days in a year. He is unemployed and till date no employment is available to him. The petitioner has prayed for reinstatement of service along-with seniority and continuity of service and other consequential benefit and back wages.

3. In reply on behalf of respondent no.1 preliminary objections qua maintainability, non joinder of necessary party and no employer employee relationship between the respondent no.1 and petitioner have been raised. On merit, it is denied that the petitioner had worked continuously *w.e.f.* 1.11.2011 to 30.6.2012. It is asserted that neither the petitioner was part time nor regular employee of respondent no.1 but he was daily rated casual labourer and his services were engaged as a daily rated casual labourer for operation of pumping machinery by respondent no. 2. The petitioner was a contractual labourer and the contract of the respondent no.1 with respondent no. 2 come to an end in May, 2013 and as such the services of the petitioner were no more required by the respondent no.1. It is asserted that before completion of contract one month prior notice was given to the petitioner as well as all the payments of labourer were cleared till May, 2013. It is asserted that after completion of the work of respondent no.1 a new contract of operation and maintenance for the same pumping machinery was awarded to one Shri Vijay Kumar Contractor, M/s Vasudev Electrical V.P.O. Mojowal (Naya Nangal), Punjab and the same labour had worked under the said contractor. All the other averments made in the claim petition are denied in parawise and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In reply on behalf of respondent no. 2 has raised preliminary objections qua maintainability and no employer employee relationship between the respondent no. 2 and petitioner. On merits, it is denied that the petitioner was engaged as daily wage helper on 1.5.2011 by the respondent no. 2 and he (petitioner) worked upto 30.6.2012 with the respondent no. 2. It is also denied that the work was allotted to contractor on 1.7.2012 through tender. It is denied that the respondent no. 2 had terminated the services of the petitioner. It is asserted that the Changer Area Medium Lift Irrigation Project was constructed through various contractors and after its completion it was awarded to various contractors for operation and maintenance of the same project by outsourcing of labour in the year 2012-13. The petitioner was never engaged nor terminated by the respondent, thus there was no relationship of employer and employee between the respondent No. 2 and petitioner. It is also asserted that neither the petitioner nor other workers were engaged by the respondent no. 2 when the petitioner along-with other workers raised demand notice before the Labour-cum-Conciliation Officer then the respondent filed reply vide letter No. 2160-62 dated 08-01-2014 along-with list of workers mentioned in the demand notice before the Labour-cum-Conciliation Officer Bilaspur. Other averments made in the petition were denied and it is prayed that the petition deserved to be dismissed.

5. In rejoinder the preliminary objections were denied and facts stated in the petition have been reasserted and reaffirmed.

6. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether termination of services of the petitioner by the respondents *w.e.f.* 01-07-2012 is/was illegal and unjustified, as alleged? .. *OPP.*
2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to? .. *OPP.*
3. Whether the claim petition is not maintainable, as alleged? .. *OPR.*
4. Whether the claim petition is bad for non-joinder of necessary parties, as alleged? .. *OPR.*



5. Whether there exists no relationship of employer and employee between the petitioner and respondents, as alleged? . . OPR.

### Relief

7. The petitioner in order to prove his case examined himself by way of affidavit Ext. PW1/A wherein he reiterated the facts alleged in the claim petition.

8. It is pertinent to mention here that respondent no.1 had given many opportunities to adduce evidence despite this fact neither steps have been taken nor witnesses have been produced before this court by respondent no.1 hence the evidence of respondent no.1 was closed by the order of court on 22.11.2024.

9. Respondent no.2 examined Sh. Satish Kumar Sharma, Executive Engineer, Jal Shakti Division Bilaspur by way of affidavit Ex. RW1/A. He also produced on record copy of list of employees submitted by respondent no.1 Ext. RW1/B, copy of list of attendance Ext. RW1/C, copy of list of applicants Ext. RW1/D, copy of letter dated 26.6.2007 Ext. RW1/E, copy of notice inviting tender Ext. RW1/F, copy of letter dated 8.1.2014 Ext. RW1/G, copy of letter to KD Sharma Ext. RW1/H, copy of letter to respondent no.1 Ext. RW1/J, copy of letter to Vijay Kumar Ext. RW1/K, copy of letter to Vijay Kumar Ext. RW1/L, copy of letter to Ravinder Singh Ext. RW1/M and copy of letter to Vijay Kumar Ext. RW1/N.

10. I have heard the learned Counsel for the petitioner as well as learned Dy. D.A. for the respondent at length and records perused.

11. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	:	No
Issue No.2	:	No
Issue No.3	:	Yes
Issue No.4	:	No
Issue No.5	:	Yes
Relief	:	Claim petition is dismissed per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issues No.1 and 5

12. Both the issues shall be taken up together for the purpose of adjudication.

13. The petitioner has asserted that his services were engaged by respondent no. 2 *w.e.f.* 1.05.2011 on daily wage on muster roll basis in the capacity of beldar without any appointment letter and thereafter he continued to work with the respondent No. 2 till 30.6.2012 under the control and supervision of the Junior Engineer/Assistant Engineer, Bassi. The petitioner also asserts that he had completed 240 days of work and his attendance was marked and payment was made by Junior Engineer every month. The petitioner further asserted that at the time of his appointment he

was asked to produce his birth certificate, qualification and two passport size photos by the respondent No. 2. He performed his duty in Changer Area Lift Irrigation Project Bassi. While alleging his illegal termination by respondent no. 2 on 1.7.2012 he has very categorically stated that he has never worked during service with respondent no.1 contractor *w.e.f.* 1.11.2011 to 30.6.2012. The respondent no.1 had never issued any appointment letter to him regarding his engagement and did not make any payment during his period of service. He also alleges that attendance of petitioner was not marked by respondent no.1.

14. Respondent no.1 in their reply have submitted that they had engaged the services of the petitioner as daily rated casual labour for the operation of pumping machinery by respondent no.2. The contract of respondent no.1 with respondent no.2 came to an end in May, 2013 consequently the services of petitioner were not more required as it was linked to the length of contract of respondent no.1 with respondent no.2. Respondent no.1 further asserts that they had given one month's prior notice to the claimant/petitioner before completion of the contract and all the payment of labourer were cleared till 2013. No evidence could be produced by respondent no.1 despite opportunity.

15. The statement of petitioner in claim petition points towards the fact that the petitioner has confined his claim only against respondent no. 2. In cross-examination the petitioner has denied that he had worked under different contractors at different time or project or that he was employed by respondent no.1 and also his services came to an end after the completion of the contract between respondent no.1 and respondent no. 2.

16. RW1 Shri Satish Kumar Sharma, Executive Engineer has deposed that the petitioner was engaged on outsource basis through contractor respondent no.1 under the scheme of A/R and M/O Medium Lift Irrigation Project Changer Area from Anandpur Hydel Channel. He alleges that petitioner was an employee of respondent no.1 thus he was neither engaged nor terminated by respondent no. 2. The copy of notice inviting tender Ext.RW1/F and the letters Ext.RW1/E, Ext.RW1/G, Ext.RW1/H, Ext.RW1/J and Ext.RW1/K, Ext.RW1/L, Ext.RW1/M and Ext.RW1/N also show that various works of scheme were given on contract to various private contractors for particular period of time. In the pleadings presented on behalf of respondent no.1 the contention of respondent no. 2 has been accepted and it is also mentioned that the petitioner was employed by respondent no.1 for the period of contract which was assigned to it by respondent no. 2. Considering the claim which has been preferred on behalf of petitioner the onus to prove the employer employee relationship between the petitioner and respondent no. 2 was solely on the petitioner. This fact has been denied and contested by respondent no. 2 hence oral and documentary evidence in this regard was to be produced initially by the petitioner. Except the bald statement of petitioner there is no other oral and documentary evidence pointing towards the fact that the petitioner had been appointed and was terminated by the order of the respondent no. 2. The document Ext. RW1/B, Ext. RW1/C are the documents prepared by respondent nos.1 and 2 regarding the work done by the workers under them and also their date of engagement as well as attendance for June, 2012. Ext. RW1/D is merely a list of workers who had raised their claim against the respondents. RW1 Shri Satish Kumar Sharma has admitted that project was supervised by the official of the department but denied that contract was merely a formality. He has denied that petitioner was employed and terminated by respondent no. 2. He however admits that the department has no license under Contract Labour (Regulation and Abolition) Act of 1970 nor any document has been produced on record which would exempt the department from obtaining license under Contract Labour (Regulation and Abolition) Act of 1970. Hon'ble Supreme Court in **Dena Nath and Ors vs. National Fertilizers Ltd. and Ors, AIR 1992 SC 457** has held as follows:—

“....The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 and 12 respectively is the penal

provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this court, but we would place on record that we do not agree with the aforequoted observations of the Madras High Court about the effect of non-registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same”.

17. There is nothing on record to exhibit that document pertaining to the engagement of labourers through a contractor were merely a camouflage or that the workmen had actually been employed by the department i.e. respondent no. 2. There is no evidence of direct supervision of the workmen, appointment and termination by respondent no. 2. The record for payment being received directly by respondent no.2 is also not produced by the petitioner thus even in the absence of mandatory license of Contract Labour (Regulation and Abolition) Act of 1970, the petitioner workman cannot be treated as an employee of the principle employer i.e. respondent no. 2. The claim of petitioner against respondent no.1 being wholly unpressed, there is nothing to prove employment of employer and employee relationship between the petitioner and respondent no. 2. In these circumstances it cannot be held that petitioner's services were illegally terminated by the respondents. Accordingly issues no. 1 and 5 are decided in the favour of the respondents.

#### **Issue No. 2**

18. The onus of proving this issue was on the petitioner. The petitioner has failed to discharge burden of proving employer employee relationship between petitioner and respondent no.2 against which the relief has been claimed hence petitioner is not entitled to the relief prayed for and this issue is also decided in the favour of the respondents.

#### **Issue No. 3**

19. Maintainability of petition was challenged by the respondent on the ground that petitioner had not worked under the respondent. The work of irrigation scheme has been awarded to respondent no.1 and the petitioner has however denied that he was ever employed by respondent no.1, nor pressed his claim against respondent no.1. In these circumstances the present petition is not maintainable.

#### **Issue No. 4**

20. In the present case in addition to the petitioner the principle employer as well as the contractor who has obtained labour by way of outsource have been impleaded as party in the claim petition. It appears from the circumstances of the claim that there was no any other necessary or proper parties to the present claim hence the claim is not bad for non-joinder of necessary parties.

#### **Relief**

21. In view of my findings on the issues no. 1, 2, 3 and 5 above the claim petition filed on behalf of the petitioner is not maintainable and the same is dismissed. Parties are left to bear their costs.

22. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 15th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

---

**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 492/2016

Date of Institution : 22.08.2016

Date of Decision : 15.01.2025

Shri Bhupender Singh s/o Shri Deena Nath, r/o V.P.O. Tobba, Tehsil Shri Naina Deviji,  
District Bilaspur, H.P. . . . *Petitioner.*

*Versus*

1. The Partners, M/s Universal Electric Engineers, Dalhousie Road Pathankot, Punjab  
(Contractor).

2. The Executive Engineer, Changer Area Lift Irrigation Project Division, Bassi, District  
Bilaspur, H.P. (Principal Employer) . . . *Respondents.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. Vijay Kaundal, Ld. Adv.

For the Respondent No. 1 : Sh. Manish Awasthi, Ld. Adv.

For Respondent No. 2 : Sh. Anil Sharma, Ld. Dy.D.A.

**AWARD**

The following reference has been received by this court for adjudication from the appropriate Government/Deputy Labour Commissioner :

“Whether termination of services of Shri Bhupender Singh s/o Shri Deena Nath, r/o V.P.O. Tobba, Tehsil Shri Naina Deviji, District Bilaspur, H.P. w.e.f. 01-07-2012 by (i) the

Partners, M/s Universal Electric Engineers, Dalhousie Road Pathankot, Punjab (Contractor) and (ii) the Executive Engineer, Changer Area Lift Irrigation Project Division Bassi, District Bilaspur, H.P. (Principal Employer), without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employers?"

2. The brief facts as stated in the claim petition are that the petitioner had worked as daily wage Beldar with respondent no.2 in Changer Area, Medium Lift Irrigation Scheme *w.e.f.* 1.11.2011 till 30.6.2012 continuously. The petitioner alleges that his daily wages services were terminated by the verbal order dated 01.07.2012 without any reason and without any notice which amounts to unfair labour practice on the part of the respondent. It is also alleged that on 1.7.2012 the respondents had allotted the work on contract without providing any information and all the matter kept confidential. The petitioner alleged that the respondent has violated the provisions of Section 25B, 25-F(b), 25-G and 25-H of the Industrial Disputes Act, 1947 and principle of 'Last Come First Go'. He alleged that he has worked for more 240 days in a year. He is unemployed and till date no employment is available to him. The petitioner has prayed for reinstatement of service along-with seniority and continuity of service and other consequential benefit and back wages.

3. In reply on behalf of respondent no.1 preliminary objections qua maintainability, non joinder of necessary party and no employer employee relationship between the respondent no. 1 and petitioner have been raised. On merit, it is denied that the petitioner had worked continuously *w.e.f.* 1.11.2011 to 30.6.2012. It is asserted that neither the petitioner was part time nor regular employee of respondent no.1 but he was daily rated casual labourer and his services were engaged as a daily rated casual labourer for operation of pumping machinery by respondent no. 2. The petitioner was a contractual labourer and the contract of the respondent no. 1 with respondent no. 2 come to an end in May, 2013 and as such the services of the petitioner were no more required by the respondent no.1. It is asserted that before completion of contract one month prior notice was given to the petitioner as well as all the payments of labourer were cleared till May, 2013. It is asserted that after completion of the work of respondent no.1 a new contract of operation and maintenance for the same pumping machinery was awarded to one Shri Vijay Kumar Contractor, M/s Vasudev Electrical V.P.O. Mojowal (Naya Nangal), Punjab and the same labour had worked under the said contractor. All the other averments made in the claim petition are denied in parawise and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In reply on behalf of respondent no.2 has raised preliminary objections qua maintainability and no employer employee relationship between the respondent no. 2 and petitioner. On merits, it is denied that the petitioner was engaged as daily wage helper on 1.5.2011 by the respondent no. 2 and he (petitioner) worked upto 30.6.2012 with the respondent no. 2. It is also denied that the work was allotted to contractor on 1.7.2012 through tender. It is denied that the respondent no. 2 had terminated the services of the petitioner. It is asserted that the Changer Area Medium Lift Irrigation Project was constructed through various contractors and after its completion it was awarded to various contractors for operation and maintenance of the same project by outsourcing of labour in the year 2012-13. The petitioner was never engaged nor terminated by the respondent, thus there was no relationship of employer and employee between the respondent No. 2 and petitioner. It is also asserted that neither the petitioner nor other workers were engaged by the respondent no. 2 when the petitioner along-with other workers raised demand notice before the Labour-cum-Conciliation Officer then the respondent filed reply vide letter No. 2160-62 dated 08-01-2014 along-with list of workers mentioned in the demand notice before the Labour-cum-Conciliation Officer Bilaspur. Other averments made in the petition were denied and it is prayed that the petition deserved to be dismissed.

5. In rejoinder the preliminary objections were denied and facts stated in the petition have been reasserted and reaffirmed.

6. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether termination of services of the petitioner by the respondents *w.e.f.* 01-07-2012 is/was illegal and unjustified, as alleged? . . . *OPP.*
2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to? . . . *OPP.*
3. Whether the claim petition is not maintainable, as alleged? . . . *OPR.*
4. Whether the claim petition is bad for non-joinder of necessary parties, as alleged? . . . *OPR.*
5. Whether there exists no relationship of employer and employee between the petitioner and respondents, as alleged? . . . *OPR.*

#### Relief

7. The petitioner in order to prove his case examined himself by way of affidavit Ext. PW1/A wherein he reiterated the facts alleged in the claim petition.

8. It is pertinent to mention here that respondent no.1 had given many opportunities to adduce evidence despite this fact neither steps have been taken nor witnesses have been produced before this court by respondent no.1 hence the evidence of respondent no.1 was closed by the order of court on 22.11.2024.

9. Respondent no. 2 examined Sh. Satish Kumar Sharma, Executive Engineer, Jal Shakti Division Bilaspur by way of affidavit Ex. RW1/A. He also produced on record copy of list of employees submitted by respondent no.1 Ext. RW1/B, copy of list of attendance Ext. RW1/C, copy of notice inviting tender Ext. RW1/D, copy of list of applicants Ext. RW1/E, copy of letter dated 8.1.2014 Ext. RW1/F, copy of letter to respondent No.1 Ext. RW1/G, copy of letter to KD Sharma Ext. RW1/G1, copy of letter to respondent No.1 Ext. RW1/H, copy of letter to Vijay Kumar Ext. RW1/J & K, copy of letter to Ravinder Singh Ext. RW1/L and copy of letter to Vijay Kumar Ext. RW1/M.

10. I have heard the learned Counsel for the petitioner as well as learned Dy. D.A. for the respondent at length and records perused.

11. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

- |             |       |
|-------------|-------|
| Issue No. 1 | : No  |
| Issue No. 2 | : No  |
| Issue No. 3 | : Yes |
| Issue No. 4 | : No  |

Issue No. 5 : Yes

Relief : Claim petition is dismissed per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issues No.1 and 5

12. Both the issues shall be taken up together for the purpose of adjudication.

13. The petitioner has asserted that his services were engaged by respondent no. 2 *w.e.f.* 1.05.2011 on daily wage on muster roll basis in the capacity of beldar without any appointment letter and thereafter he continued to work with the respondent No. 2 till 30.6.2012 under the control and supervision of the Junior Engineer/Assistant Engineer, Bassi. The petitioner also asserts that he had completed 240 days of work and his attendance was marked and payment was made by Junior Engineer every month. The petitioner further asserted that at the time of his appointment he was asked to produce his birth certificate, qualification and two passport size photos by the respondent No. 2. He performed his duty in Changer Area Lift Irrigation Project Bassi. While alleging his illegal termination by respondent no. 2 on 1.7.2012 he has very categorically stated that he has never worked during service with respondent no.1 contractor *w.e.f.* 1.11.2011 to 30.6.2012. The respondent no.1 had never issued any appointment letter to him regarding his engagement and did not make any payment during his period of service. He also alleges that attendance of petitioner was not marked by respondent no.1.

14. Respondent no.1 in their reply have submitted that they had engaged the services of the petitioner as daily rated casual labour for the operation of pumping machinery by respondent no. 2. The contract of respondent no.1 with respondent no. 2 came to an end in May, 2013 consequently the services of petitioner were not more required as it was linked to the length of contract of respondent no.1 with respondent no.2. Respondent no.1 further asserts that they had given one month's prior notice to the claimant/petitioner before completion of the contract and all the payment of labourer were cleared till 2013. No evidence could be produced by respondent no.1 despite opportunity.

15. The statement of petitioner in claim petition points towards the fact that the petitioner has confined his claim only against respondent no. 2. In cross-examination the petitioner has denied that he had worked under different contractors at different time or project or that he was employed by respondent no.1 and also his services came to an end after the completion of the contract between respondent no.1 and respondent no. 2.

16. RW1 Shri Satish Kumar Sharma, Executive Engineer has deposed that the petitioner was engaged on outsource basis through contractor respondent no.1 under the scheme of A/R and M/O Medium Lift Irrigation Project Changer Area from Anandpur Hydrel Channel. He alleges that petitioner was an employee of respondent no.1 thus he was neither engaged nor terminated by respondent no. 2. The copy of notice inviting tender Ext.RW1/D and the letters Ext.RW1/F, Ext.RW1/G, Ext.RW1/G1, Ext.RW1/H, Ext.RW1/J and Ext.RW1/K, Ext.RW1/L and Ext.RW1/M also show that various works of scheme were given on contract to various private contractors for particular period of time. In the pleadings presented on behalf of respondent no.1 the contention of respondent no. 2 has been accepted and it is also mentioned that the petitioner was employed by respondent no.1 for the period of contract which was assigned to it by respondent no. 2. Considering the claim which has been preferred on behalf of petitioner the onus to prove the employer employee relationship between the petitioner and respondent no. 2 was solely on the

petitioner. This fact has been denied and contested by respondent no. 2 hence oral and documentary evidence in this regard was to be produced initially by the petitioner. Except the bald statement of petitioner there is no other oral and documentary evidence pointing towards the fact that the petitioner had been appointed and was terminated by the order of the respondent no. 2. The document Ext. RW1/B, Ext. RW1/C are the documents prepared by respondent nos.1 and 2 regarding the work done by the workers under them and also their date of engagement as well as attendance for June, 2012. Ext. RW1/E is merely a list of workers who had raised their claim against the respondents. RW1 Shri Satish Kumar Sharma has admitted that project was supervised by the official of the department but denied that contract was merely a formality. He has denied that petitioner was employed and terminated by respondent no. 2. He however admits that the department has no license under Contract Labour (Regulation and Abolition) Act of 1970 nor any document has been produced on record which would exempt the department from obtaining license under Contract Labour (Regulation and Abolition) Act of 1970. Hon'ble Supreme Court in **Dena Nath and Ors vs. National Fertilizers Ltd. and Ors, AIR 1992 SC 457** has held as follows:—

“....The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this court, but we would place on record that we do not agree with the aforequoted observations of the Madras High Court about the effect of non-registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same”.

17. There is nothing on record to exhibit that document pertaining to the engagement of labourers through a contractor were merely a camouflage or that the workmen had actually been employed by the department *i.e.* respondent no. 2. There is no evidence of direct supervision of the workmen, appointment and termination by respondent no. 2. The record for payment being received directly by respondent no. 2 is also not produced by the petitioner thus even in the absence of mandatory license of Contract Labour (Regulation and Abolition) Act of 1970, the petitioner workman cannot be treated as an employee of the principle employer *i.e.* respondent no. 2. The claim of petitioner against respondent no.1 being wholly unpressed, there is nothing to prove employment of employer and employee relationship between the petitioner and respondent no. 2. In these circumstances it cannot be held that petitioner's services were illegally terminated by the respondents. Accordingly issues no. 1 and 5 are decided in the favour of the respondents.

## Issue No. 2

18. The onus of proving this issue was on the petitioner. The petitioner has failed to discharge burden of proving employer employee relationship between petitioner and respondent no. 2 against which the relief has been claimed hence petitioner is not entitled to the relief prayed for and this issue is also decided in the favour of the respondents.



**Issue No. 3**

19. Maintainability of petition was challenged by the respondent on the ground that petitioner had not worked under the respondent. The work of irrigation scheme has been awarded to respondent no.1 and the petitioner has however denied that he was ever employed by respondent no.1, nor pressed his claim against respondent no.1. In these circumstances the present petition is not maintainable.

**Issue No. 4**

20. In the present case in addition to the petitioner the principle employer as well as the contractor who has obtained labour by way of outsource have been impleaded as party in the claim petition. It appears from the circumstances of the claim that there was no any other necessary or proper parties to the present claim hence the claim is not bad for non-joinder of necessary parties.

**Relief**

21. In view of my findings on the issues no. 1, 2, 3 and 5 above the claim petition filed on behalf of the petitioner is not maintainable and the same is dismissed. Parties are left to bear their costs.

22. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 15th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

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**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 495/2016

Date of Institution : 22.08.2016

Date of Decision : 15.01.2025

Shri Harjinder Singh s/o Shri Bhola Nath, r/o V.P.O. Tarso, Tehsil Shri Naina Deviji,  
District Bilaspur, H.P. . . . *Petitioner.*

*Versus*

1. The Partners, M/s Universal Electric Engineers, Dalhousie Road Pathankot, Punjab  
(Contractor).

2. The Executive Engineer, Changer Area Lift Irrigation Project Division, Bassi, District Bilaspur, H.P. (Principal Employer) . . . Respondents.

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. Vijay Kaundal, Ld. Adv.

For the Respondent No. 1 : Sh. Manish Awasthi, Ld. Adv.

For Respondent No. 2 : Sh. Anil Sharma, Ld. Dy.D.A.

**AWARD**

The following reference has been received by this court for adjudication from the appropriate Government/Deputy Labour Commissioner :

“Whether termination of services of Shri Harjinder Singh s/o Shri Bhola Nath, r/o V.P.O. Tarso, Tehsil Shri Naina Deviji, District Bilaspur, H.P. *w.e.f.* 01-07-2012 by (i) the Partners, M/s Universal Electric Engineers, Dalhousie Road Pathankot, Punjab (Contractor) and (ii) the Executive Engineer, Changer Area Lift Irrigation Project Division Bassi, District Bilaspur, H.P. (Principal Employer), without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employers?”

2. The brief facts as stated in the claim petition are that the petitioner had worked as daily wage Beldar with respondent no.2 in Changer Area, Medium Lift Irrigation Scheme *w.e.f.* 1.5.2011 till 30.6.2012 continuously. The petitioner alleges that his daily wages services were terminated by the verbal order dated 01.07.2012 without any reason and without any notice which amounts to unfair labour practice on the part of the respondent. It is also alleged that on 1.7.2012 the respondents had allotted the work on contract without providing any information and all the matter kept confidential. The petitioner alleged that the respondent has violated the provisions of Section 25B, 25-F(b), 25-G and 25-H of the Industrial Disputes Act, 1947 and principle of ‘Last Come First Go’. He alleged that he has worked for more 240 days in a year. He is unemployed and till date no employment is available to him. The petitioner has prayed for reinstatement of service along-with seniority and continuity of service and other consequential benefit and back wages.

3. In reply on behalf of respondent no.1 preliminary objections qua maintainability, non joinder of necessary party and no employer employee relationship between the respondent no.1 and petitioner have been raised. On merit, it is denied that the petitioner had worked continuously *w.e.f.* 1.11.2011 to 30.6.2012. It is asserted that neither the petitioner was part time nor regular employee of respondent no.1 but he was daily rated casual labourer and his services were engaged as a daily rated casual labourer for operation of pumping machinery by respondent no. 2. The petitioner was a contractual labourer and the contract of the respondent no.1 with respondent no. 2 come to an end in May, 2013 and as such the services of the petitioner were no more required by the respondent no.1. It is asserted that before completion of contract one month prior notice was given to the petitioner as well as all the payments of labourer were cleared till May, 2013. It is asserted that after completion of the work of respondent no.1 a new contract of operation and maintenance for the same pumping machinery was awarded to one Shri Vijay Kumar Contractor, M/s Vasudev Electrical VPO Mojowal (Naya Nangal), Punjab and the same labour had worked

under the said contractor. All the other averments made in the claim petition are denied in parawise and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In reply on behalf of respondent no. 2 has raised preliminary objections qua maintainability and no employer employee relationship between the respondent no. 2 and petitioner. On merits, it is denied that the petitioner was engaged as daily wage helper on 1.5.2011 by the respondent no. 2 and he (petitioner) worked upto 30.6.2012 with the respondent no. 2. It is also denied that the work was allotted to contractor on 1.7.2012 through tender. It is denied that the respondent no.2 had terminated the services of the petitioner. It is asserted that the Changer Area Medium Lift Irrigation Project was constructed through various contractors and after its completion it was awarded to various contractors for operation and maintenance of the same project by outsourcing of labour in the year 2012-13. The petitioner was never engaged nor terminated by the respondent, thus there was no relationship of employer and employee between the respondent No. 2 and petitioner. It is also asserted that neither the petitioner nor other workers were engaged by the respondent no. 2 when the petitioner along-with other workers raised demand notice before the Labour-cum-Conciliation Officer then the respondent filed reply vide letter No. 2160-62 dated 08-01-2014 along-with list of workers mentioned in the demand notice before the Labour-cum-Conciliation Officer Bilaspur. Other averments made in the petition were denied and it is prayed that the petition deserved to be dismissed.

5. In rejoinder the preliminary objections were denied and facts stated in the petition have been reasserted and reaffirmed.

6. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether termination of services of the petitioner by the respondents *w.e.f.* 01-07-2012 is/was illegal and unjustified, as alleged? .. *OPP.*
2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to?... *OPP.*
3. Whether the claim petition is not maintainable, as alleged? .. *OPR.*
4. Whether the claim petition is bad for non-joinder of necessary parties, as alleged? .. *OPR.*
5. Whether there exists no relationship of employer and employee between the petitioner and respondents, as alleged? .. *OPR.*

#### Relief

7. The petitioner in order to prove his case examined himself by way of affidavit Ext. PW1/A wherein he reiterated the facts alleged in the claim petition. Petitioner has also examined one Shri Kamal Dev s/o Sh. Shri Ram as PW2 stated on oath that he was President of Kissan Vikas Committee formed by I&PH department. He stated that he knows the petitioner who was beldar of respondent no. 2. He further stated that he could not say that under which capacity the petitioner used to do the work of beldar with the respondent no. 2.

8. It is pertinent to mention here that respondent no.1 had given many opportunities to adduce evidence despite this fact neither steps have been taken nor witnesses have been produced

before this court by respondent no.1 hence the evidence of respondent no.1 was closed by the order of court on 22.11.2024.

9. Respondent no.2 examined Sh. Satish Kumar Sharma, Executive Engineer, Jal Shakti Division Bilaspur by way of affidavit Ex. RW1/A. He also produced on record copy of list of employees submitted by respondent no.1 Ext. RW1/B, copy of list of attendance Ext. RW1/C, copy of list of applicants Ext. RW1/D, copy of letter dated 26.6.2007 Ext. RW1/E, copy of notice inviting tender Ext. RW1/F, copy of letter dated 8.1.2014 Ext. RW1/G, copy of letter to KD Sharma Ext. RW1/H, copy of letter to respondent no.1 Ext. RW1/J, copy of letter to Vijay Kumar Ext. RW1/K, copy of letter to Vijay Kumar Ext. RW1/L, copy of letter to Ravinder Singh Ext. RW1/M and copy of letter to Vijay Kumar Ext. RW1/N.

10. I have heard the learned Counsel for the petitioner as well as learned Dy. D.A. for the respondent at length and records perused.

11. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	:	No
Issue No.2	:	No
Issue No.3	:	Yes
Issue No.4	:	No
Issue No.5	:	Yes
Relief.	:	Claim petition is dismissed per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issues No.1 and 5

12. Both the issues shall be taken up together for the purpose of adjudication.

13. The petitioner has asserted that his services were engaged by respondent no. 2 *w.e.f.* 1.05.2011 on daily wage on muster roll basis in the capacity of beldar without any appointment letter and thereafter he continued to work with the respondent No. 2 till 30.6.2012 under the control and supervision of the Junior Engineer/Assistant Engineer, Bassi. The petitioner also asserts that he had completed 240 days of work and his attendance was marked and payment was made by Junior Engineer every month. The petitioner further asserted that at the time of his appointment he was asked to produce his birth certificate, qualification and two passport size photos by the respondent No. 2. He performed his duty in Changer Area Lift Irrigation Project Bassi. While alleging his illegal termination by respondent no. 2 on 1.7.2012 he has very categorically stated that he has never worked during service with respondent no.1 contractor *w.e.f.* 1.11.2011 to 30.6.2012. The respondent no.1 had never issued any appointment letter to him regarding his engagement and did not make any payment during his period of service. He also alleges that attendance of petitioner was not marked by respondent no.1.

14. Respondent no.1 in their reply have submitted that they had engaged the services of the petitioner as daily rated casual labour for the operation of pumping machinery by respondent no. 2. The contract of respondent no.1 with respondent no. 2 came to an end in May, 2013 consequently the services of petitioner were not more required as it was linked to the length of contract of respondent no.1 with respondent no. 2. Respondent no.1 further asserts that they had given one month's prior notice to the claimant/petitioner before completion of the contract and all the payment of labourer were cleared till 2013. No evidence could be produced by respondent no.1 despite opportunity.

15. The statement of petitioner in claim petition points towards the fact that the petitioner has confined his claim only against respondent no. 2. In cross-examination the petitioner has denied that he had worked under different contractors at different time or project or that he was employed by respondent no. 1 and also his services came to an end after the completion of the contract between respondent no.1 and respondent no. 2.

16. RW1 Shri Satish Kumar Sharma, Executive Engineer has deposed that the petitioner was engaged on outsource basis through contractor respondent no.1 under the scheme of A/R and M/O Medium Lift Irrigation Project Changer Area from Anandpur Hydel Channel. He alleges that petitioner was an employee of respondent no.1 thus he was neither engaged nor terminated by respondent no. 2. The copy of notice inviting tender Ext.RW1/F and the letters Ext.RW1/E, Ext.RW1/G, Ext.RW1/H, Ext.RW1/J and Ext.RW1/K, Ext.RW1/L, Ext.RW1/M and Ext.RW1/N also show that various works of scheme were given on contract to various private contractors for particular period of time. In the pleadings presented on behalf of respondent no.1 the contention of respondent no. 2 has been accepted and it is also mentioned that the petitioner was employed by respondent no.1 for the period of contract which was assigned to it by respondent no. 2. Considering the claim which has been preferred on behalf of petitioner the onus to prove the employer employee relationship between the petitioner and respondent no.2 was solely on the petitioner. This fact has been denied and contested by respondent no. 2 hence oral and documentary evidence in this regard was to be produced initially by the petitioner. Except the bald statement of petitioner there is no other oral and documentary evidence pointing towards the fact that the petitioner had been appointed and was terminated by the order of the respondent no. 2. The document Ext. RW1/B, Ext. RW1/C are the documents prepared by respondent nos.1 and 2 regarding the work done by the workers under them and also their date of engagement as well as attendance for June, 2012. Ext. RW1/D is merely a list of workers who had raised their claim against the respondents. RW1 Shri Satish Kumar Sharma has admitted that project was supervised by the official of the department but denied that contract was merely a formality. He has denied that petitioner was employed and terminated by respondent no. 2. He however admits that the department has no license under Contract Labour (Regulation and Abolition) Act of 1970 nor any document has been produced on record which would exempt the department from obtaining license under Contract Labour (Regulation and Abolition) Act of 1970. Hon'ble Supreme Court in **Dena Nath and Ors vs. National Fertilizers Ltd. and Ors, AIR 1992 SC 457** has held as follows:—

“...The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this court, but we would place on record that we do not agree with the aforequoted observations of the Madras High Court about the

effect of non-registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same”.

17. There is nothing on record to exhibit that document pertaining to the engagement of labourers through a contractor were merely a camouflage or that the workmen had actually been employed by the department i.e. respondent no. 2. There is no evidence of direct supervision of the workmen, appointment and termination by respondent no. 2. The record for payment being received directly by respondent no. 2 is also not produced by the petitioner thus even in the absence of mandatory license of Contract Labour (Regulation and Abolition) Act of 1970, the petitioner workman cannot be treated as an employee of the principle employer i.e. respondent no. 2. The claim of petitioner against respondent no.1 being wholly unpressed, there is nothing to prove employment of employer and employee relationship between the petitioner and respondent no. 2. In these circumstances it cannot be held that petitioner's services were illegally terminated by the respondents. Accordingly issues no. 1 and 5 are decided in the favour of the respondents.

#### **Issue No. 2**

18. The onus of proving this issue was on the petitioner. The petitioner has failed to discharge burden of proving employer employee relationship between petitioner and respondent no.2 against which the relief has been claimed hence petitioner is not entitled to the relief prayed for and this issue is also decided in the favour of the respondents.

#### **Issue No. 3**

19. Maintainability of petition was challenged by the respondent on the ground that petitioner had not worked under the respondent. The work of irrigation scheme has been awarded to respondent no.1 and the petitioner has however denied that he was ever employed by respondent no.1, nor pressed his claim against respondent no.1. In these circumstances the present petition is not maintainable.

#### **Issue No. 4**

20. In the present case in addition to the petitioner the principle employer as well as the contractor who has obtained labour by way of outsource have been impleaded as party in the claim petition. It appears from the circumstances of the claim that there was no any other necessary or proper parties to the present claim hence the claim is not bad for non-joinder of necessary parties.

#### **Relief**

21. In view of my findings on the issues no. 1, 2, 3 and 5 above the claim petition filed on behalf of the petitioner is not maintainable and the same is dismissed. Parties are left to bear their costs.

22. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 15th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 490/2016

Date of Institution : 22.08.2016

Date of Decision : 15.01.2025

Shri Kuldeep Singh s/o Shri Nathu Ram, r/o V.P.O. Lehari, Tehsil Shri Naina Deviji,  
District Bilaspur, H.P. . . . *Petitioner.*

*Versus*

1. The Partners, M/s Universal Electric Engineers, Dalhousie Road Pathankot, Punjab  
(Contractor).

2. The Executive Engineer, Changer Area Lift Irrigation Project Division, Bassi, District  
Bilaspur, H.P. (Principal Employer) . . . *Respondents.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. Vijay Kaundal, Ld. Adv.

For the Respondent No.1 : Sh. Manish Awasthi, Ld. Adv.

For Respondent No. 2 : Sh. Anil Sharma, Ld. Dy.D.A.

**AWARD**

The following reference has been received by this court for adjudication from the appropriate Government/Deputy Labour Commissioner :

“Whether termination of services of Shri Kuldeep Singh s/o Shri Nathu Ram, r/o V.P.O. Lehari, Tehsil Shri Naina Deviji, District Bilaspur, H.P. *w.e.f.* 01-07-2012 by (i) the Partners, M/S Universal Electric Engineers, Dalhousie Road Pathankot, Punjab (Contractor) and (ii) the Executive Engineer, Changer Area Lift Irrigation Project Division Bassi, District Bilaspur, H.P. (Principal Employer), without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages,

seniority, past service benefits and compensation the above worker is entitled to from the above employers?"

2. The brief facts as stated in the claim petition are that the petitioner had worked as daily wage Driver with respondent no.2 in Changer Area, Medium Lift Irrigation Scheme *w.e.f.* 1.5.2011 till 30.6.2012 continuously. The petitioner alleges that his daily wages services were terminated by the verbal order dated 01.07.2012 without any reason and without any notice which amounts to unfair labour practice on the part of the respondent. It is also alleged that on 1.7.2012 the respondents had allotted the work on contract without providing any information and all the matter kept confidential. The petitioner alleged that the respondent has violated the provisions of Section 25B, 25-F(b), 25-G and 25-H of the Industrial Disputes Act, 1947 and principle of 'Last Come First Go'. He alleged that he has worked for more 240 days in a year. He is unemployed and till date no employment is available to him. The petitioner has prayed for reinstatement of service along-with seniority and continuity of service and other consequential benefit and back wages.

3. In reply on behalf of respondent no.1 preliminary objections qua maintainability, non joinder of necessary party and no employer employee relationship between the respondent no.1 and petitioner have been raised. On merit, it is denied that the petitioner had worked continuously *w.e.f.* 1.11.2011 to 30.6.2012. It is asserted that neither the petitioner was part time nor regular employee of respondent no.1 but he was daily rated casual labourer and his services were engaged as a daily rated casual labourer for operation of pumping machinery by respondent no. 2. The petitioner was a contractual labourer and the contract of the respondent no.1 with respondent no. 2 come to an end in May, 2013 and as such the services of the petitioner were no more required by the respondent no. 1. It is asserted that before completion of contract one month prior notice was given to the petitioner as well as all the payments of labourer were cleared till May, 2013. It is asserted that after completion of the work of respondent no.1 a new contract of operation and maintenance for the same pumping machinery was awarded to one Shri Vijay Kumar Contractor, M/s Vasudev Electrical VPO Mojowal (Naya Nangal), Punjab and the same labour had worked under the said contractor. All the other averments made in the claim petition are denied in parawise and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In reply on behalf of respondent no. 2 has raised preliminary objections qua maintainability and no employer employee relationship between the respondent no. 2 and petitioner. On merits, it is denied that the petitioner was engaged as daily wage helper on 1.5.2011 by the respondent no. 2 and he (petitioner) worked upto 30.6.2012 with the respondent no. 2. It is also denied that the work was allotted to contractor on 1.7.2012 through tender. It is denied that the respondent no. 2 had terminated the services of the petitioner. It is asserted that the Changer Area Medium Lift Irrigation Project was constructed through various contractors and after its completion it was awarded to various contractors for operation and maintenance of the same project by outsourcing of labour in the year 2012-13. The petitioner was never engaged nor terminated by the respondent, thus there was no relationship of employer and employee between the respondent No. 2 and petitioner. It is also asserted that neither the petitioner nor other workers were engaged by the respondent no. 2 when the petitioner along-with other workers raised demand notice before the Labour-cum-Conciliation Officer then the respondent filed reply vide letter No. 2160-62 dated 08-01-2014 along-with list of workers mentioned in the demand notice before the Labour-cum-Conciliation Officer Bilaspur. Other averments made in the petition were denied and it is prayed that the petition deserved to be dismissed.

5. In rejoinder the preliminary objections were denied and facts stated in the petition have been reasserted and reaffirmed.



6. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether termination of services of the petitioner by the respondents w.e.f. 01-07-2012 is/was illegal and unjustified, as alleged? *OPP*
2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to?... *OPP*.
3. Whether the claim petition is not maintainable, as alleged? . . *OPR*.
4. Whether the claim petition is bad for non-joinder of necessary parties, as alleged? . . *OPRI*.
5. Whether there exists no relationship of employer and employee between the petitioner and respondents, as alleged? . . *OPR*.

#### Relief

7. The petitioner in order to prove his case examined himself by way of affidavit Ext. PW1/A wherein he reiterated the facts alleged in the claim petition. Petitioner has also examined one Shri Kamal Dev s/o Sh. Shri Ram as PW2 stated on oath that he was President of Kissan Vikas Committee formed by I&PH department. He stated that he knows the petitioner who was driver of respondent no. 2. He further stated that he could not say that under which capacity the petitioner used to do the work of beldar with the respondent no. 2.

8. It is pertinent to mention here that respondent no.1 had given many opportunities to adduce evidence despite this fact neither steps have been taken nor witnesses have been produced before this court by respondent no.1 hence the evidence of respondent no.1 was closed by the order of court on 22.11.2024.

9. Respondent no. 2 examined Sh. Satish Kumar Sharma, Executive Engineer, Jal Shakti Division Bilaspur by way of affidavit Ex. RW1/A. He also produced on record copy of list of employees submitted by respondent no.1 Ext. RW1/B, copy of list of attendance Ext. RW1/C, copy of list of applicants Ext. RW1/D, copy of letter dated 26.6.2007 Ext. RW1/E, copy of notice inviting tender Ext. RW1/F, copy of letter dated 8.1.2014 Ext. RW1/G, copy of letter to KD Sharma Ext. RW1/H, copy of letter to respondent no.1 Ext. RW1/J, copy of letter to Vijay Kumar Ext. RW1/K, copy of letter to Vijay Kumar Ext. RW1/L, copy of letter to Ravinder Singh Ext. RW1/M and copy of letter to Vijay Kumar Ext. RW1/N.

10. I have heard the learned Counsel for the petitioner as well as learned Dy. D.A. for the respondent at length and records perused.

11. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

- |             |   |     |
|-------------|---|-----|
| Issue No. 1 | : | No  |
| Issue No. 2 | : | No  |
| Issue No. 3 | : | Yes |

Issue No. 4 : No

Issue No. 5 : Yes

Relief. : Claim petition is dismissed per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issues No.1 and 5

12. Both the issues shall be taken up together for the purpose of adjudication.

13. The petitioner has asserted that his services were engaged by respondent no. 2 *w.e.f.* 1.05.2011 on daily wage on muster roll basis in the capacity of beldar without any appointment letter and thereafter he continued to work with the respondent No. 2 till 30.6.2012 under the control and supervision of the Junior Engineer/Assistant Engineer, Bassi. The petitioner also asserts that he had completed 240 days of work and his attendance was marked and payment was made by Junior Engineer every month. The petitioner further asserted that at the time of his appointment he was asked to produce his birth certificate, qualification and two passport size photos by the respondent No. 2. He performed his duty in Changer Area Lift Irrigation Project Bassi. While alleging his illegal termination by respondent no. 2 on 1.7.2012 he has very categorically stated that he has never worked during service with respondent no.1 contractor *w.e.f.* 1.11.2011 to 30.6.2012. The respondent no.1 had never issued any appointment letter to him regarding his engagement and did not make any payment during his period of service. He also alleges that attendance of petitioner was not marked by respondent no.1.

14. Respondent no.1 in their reply have submitted that they had engaged the services of the petitioner as daily rated casual labour for the operation of pumping machinery by respondent no. 2. The contract of respondent no.1 with respondent no. 2 came to an end in May, 2013 consequently the services of petitioner were not more required as it was linked to the length of contract of respondent no.1 with respondent no. 2. Respondent no.1 further asserts that they had given one month's prior notice to the claimant/petitioner before completion of the contract and all the payment of labourer were cleared till 2013. No evidence could be produced by respondent no.1 despite opportunity.

15. The statement of petitioner in claim petition points towards the fact that the petitioner has confined his claim only against respondent no. 2. In cross-examination the petitioner has denied that he had worked under different contractors at different time or project or that he was employed by respondent no.1 and also his services came to an end after the completion of the contract between respondent no.1 and respondent no. 2.

16. RW1 Shri Satish Kumar Sharma, Executive Engineer has deposed that the petitioner was engaged on outsource basis through contractor respondent no.1 under the scheme of A/R and M/O Medium Lift Irrigation Project Changer Area from Anandpur Hydel Channel. He alleges that petitioner was an employee of respondent no.1 thus he was neither engaged nor terminated by respondent no. 2. The copy of notice inviting tender Ext.RW1/F and the letters Ext.RW1/E, Ext.RW1/G, Ext.RW1/H, Ext.RW1/J and Ext.RW1/K, Ext.RW1/L, Ext.RW1/M and Ext.RW1/N also show that various works of scheme were given on contract to various private contractors for particular period of time. In the pleadings presented on behalf of respondent no.1 the contention of respondent no. 2 has been accepted and it is also mentioned that the petitioner was employed by respondent no.1 for the period of contract which was assigned to it by respondent no. 2.

Considering the claim which has been preferred on behalf of petitioner the onus to prove the employer employee relationship between the petitioner and respondent no.2 was solely on the petitioner. This fact has been denied and contested by respondent no. 2 hence oral and documentary evidence in this regard was to be produced initially by the petitioner. Except the bald statement of petitioner there is no other oral and documentary evidence pointing towards the fact that the petitioner had been appointed and was terminated by the order of the respondent no. 2. The document Ext. RW1/B, Ext. RW1/C are the documents prepared by respondent nos.1 and 2 regarding the work done by the workers under them and also their date of engagement as well as attendance for June, 2012. Ext. RW1/D is merely a list of workers who had raised their claim against the respondents. RW1 Shri Satish Kumar Sharma has admitted that project was supervised by the official of the department but denied that contract was merely a formality. He has denied that petitioner was employed and terminated by respondent no. 2. He however admits that the department has no license under Contract Labour (Regulation and Abolition) Act of 1970 nor any document has been produced on record which would exempt the department from obtaining license under Contract Labour (Regulation and Abolition) Act of 1970. Hon'ble Supreme Court in **Dena Nath and Ors vs. National Fertilizers Ltd. and Ors, AIR 1992 SC 457** has held as follows:—

“....The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this court, but we would place on record that we do not agree with the aforequoted observations of the Madras High Court about the effect of non-registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same”.

17. There is nothing on record to exhibit that document pertaining to the engagement of labourers through a contractor were merely a camouflage or that the workmen had actually been employed by the department i.e. respondent no. 2. There is no evidence of direct supervision of the workmen, appointment and termination by respondent no. 2. The record for payment being received directly by respondent no. 2 is also not produced by the petitioner thus even in the absence of mandatory license of Contract Labour (Regulation and Abolition) Act of 1970, the petitioner workman cannot be treated as an employee of the principle employer i.e. respondent no. 2. The claim of petitioner against respondent no.1 being wholly unpressed, there is nothing to prove employment of employer and employee relationship between the petitioner and respondent no. 2. In these circumstances it cannot be held that petitioner's services were illegally terminated by the respondents. Accordingly issues no. 1 and 5 are decided in the favour of the respondents.

## Issue No. 2

18. The onus of proving this issue was on the petitioner. The petitioner has failed to discharge burden of proving employer employee relationship between petitioner and respondent no.2 against which the relief has been claimed hence petitioner is not entitled to the relief prayed for and this issue is also decided in the favour of the respondents.

**Issue No. 3**

19. Maintainability of petition was challenged by the respondent on the ground that petitioner had not worked under the respondent. The work of irrigation scheme has been awarded to respondent no.1 and the petitioner has however denied that he was ever employed by respondent no.1, nor pressed his claim against respondent no.1. In these circumstances the present petition is not maintainable.

**Issue No. 4**

20. In the present case in addition to the petitioner the principle employer as well as the contractor who has obtained labour by way of outsource have been impleaded as party in the claim petition. It appears from the circumstances of the claim that there was no any other necessary or proper parties to the present claim hence the claim is not bad for non-joinder of necessary parties.

**Relief**

21. In view of my findings on the issues no. 1, 2, 3 and 5 above the claim petition filed on behalf of the petitioner is not maintainable and the same is dismissed. Parties are left to bear their costs.

22. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 15th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

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**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 507/2016

Date of Institution : 23.08.2016

Date of Decision : 15.01.2025

Shri Pyar Singh s/o Shri Gajjan Singh, r/o Village Dharot, P.O. Lakhnu, Tehsil Shri Naina Deviji, District Bilaspur, H.P. . . . *Petitioner.*

*Versus*

1. The Partners, M/s Universal Electric Engineers, Dalhousie Road Pathankot, Punjab (Contractor).

2. The Executive Engineer, Changer Area Lift Irrigation Project Division, Bassi, District Bilaspur, H.P. (Principal Employer) . . Respondents.

### Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Vijay Kaundal, Ld. Adv.

For the Respondent No.1 : Sh. Manish Awasthi, Ld. Adv.

For Respondent No. 2 : Sh. Anil Sharma, Ld. Dy.D.A.

### AWARD

The following reference has been received by this court for adjudication from the appropriate Government/Deputy Labour Commissioner :

“Whether termination of services of Shri Pyar Singh s/o Shri Gajjan Singh, r/o Village Dharot, P.O. Lakhnu, Tehsil Shri Naina Deviji, District Bilaspur, H.P. *w.e.f.* 01-07-2012 by (i) the Partners, M/s Universal Electric Engineers, Dalhousie Road Pathankot, Punjab (Contractor) and (ii) the Executive Engineer, Changer Area Lift Irrigation Project Division Bassi, District Bilaspur, H.P. (Principal Employer), without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employers?”

2. The brief facts as stated in the claim petition are that the petitioner had worked as daily wage Beldar with respondent no.2 in Changer Area, Medium Lift Irrigation Scheme *w.e.f.* 1.11.2011 till 30.6.2012 continuously. The petitioner alleges that his daily wages services were terminated by the verbal order dated 01.07.2012 without any reason and without any notice which amounts to unfair labour practice on the part of the respondent. It is also alleged that on 1.7.2012 the respondents had allotted the work on contract without providing any information and all the matter kept confidential. The petitioner alleged that the respondent has violated the provisions of Section 25B, 25-F(b), 25-G and 25-H of the Industrial Disputes Act, 1947 and principle of ‘Last Come First Go’. He alleged that he has worked for more 240 days in a year. He is unemployed and till date no employment is available to him. The petitioner has prayed for reinstatement of service along-with seniority and continuity of service and other consequential benefit and back wages.

3. In reply on behalf of respondent no.1 preliminary objections qua maintainability, non joinder of necessary party and no employer employee relationship between the respondent no.1 and petitioner have been raised. On merit, it is denied that the petitioner had worked continuously *w.e.f.* 1.11.2011 to 30.6.2012. It is asserted that neither the petitioner was part time nor regular employee of respondent no.1 but he was daily rated casual labourer and his services were engaged as a daily rated casual labourer for operation of pumping machinery by respondent no. 2. The petitioner was a contractual labourer and the contract of the respondent no.1 with respondent no. 2 come to an end in May, 2013 and as such the services of the petitioner were no more required by the respondent no.1. It is asserted that before completion of contract one month prior notice was given to the petitioner as well as all the payments of labourer were cleared till May, 2013. It is asserted that after completion of the work of respondent no.1 a new contract of operation and maintenance for the same pumping machinery was awarded to one Shri Vijay Kumar Contractor, M/s Vasudev Electrical V.P.O. Mojowal (Naya Nangal), Punjab and the same labour had worked

under the said contractor. All the other averments made in the claim petition are denied in parawise and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In reply on behalf of respondent no. 2 has raised preliminary objections qua maintainability and no employer employee relationship between the respondent no. 2 and petitioner. On merits, it is denied that the petitioner was engaged as daily wage helper on 1.11.2011 by the respondent no. 2 and he (petitioner) worked upto 30.6.2012 with the respondent no.2. It is also denied that the work was allotted to contractor on 1.7.2012 through tender. It is denied that the respondent no. 2 had terminated the services of the petitioner. It is asserted that the Changer Area Medium Lift Irrigation Project was constructed through various contractors and after its completion it was awarded to various contractors for operation and maintenance of the same project by outsourcing of labour in the year 2012-13. The petitioner was never engaged nor terminated by the respondent, thus there was no relationship of employer and employee between the respondent No. 2 and petitioner. It is also asserted that neither the petitioner nor other workers were engaged by the respondent no. 2 when the petitioner along-with other workers raised demand notice before the Labour-cum-Conciliation Officer then the respondent filed reply vide letter No. 2160-62 dated 08-01-2014 along-with list of workers mentioned in the demand notice before the Labour-cum-Conciliation Officer Bilaspur. Other averments made in the petition were denied and it is prayed that the petition deserved to be dismissed.

5. In rejoinder the preliminary objections were denied and facts stated in the petition have been reasserted and reaffirmed.

6. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether termination of services of the petitioner by the respondents *w.e.f.* 01-07-2012 is/was illegal and unjustified, as alleged? . . . *OPP.*
2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to? . . . *OPP.*
3. Whether the claim petition is not maintainable, as alleged? . . . *OPR.*
4. Whether the claim petition is bad for non-joinder of necessary parties, as alleged? . . . *OPR.*
5. Whether there exists no relationship of employer and employee between the petitioner and respondents, as alleged? . . . *OPR.*

#### Relief

7. The petitioner in order to prove his case examined himself by way of affidavit Ext. PW1/A wherein he reiterated the facts alleged in the claim petition.

8. It is pertinent to mention here that respondent no.1 had given many opportunities to adduce evidence despite this fact neither steps have been taken nor witnesses have been produced before this court by respondent no.1 hence the evidence of respondent no.1 was closed by the order of court on 22.11.2024.

9. Respondent no.2 examined Sh. Satish Kumar Sharma, Executive Engineer, Jal Shakti Division Bilaspur by way of affidavit Ex. RW1/A. He also produced on record copy of list of

employees submitted by respondent no.1 Ext. RW1/B, copy of list of attendance Ext. RW1/C, copy of list of applicants Ext. RW1/D, copy of letter dated 29.1.2007 Ext. RW1/E, copy of notice inviting tender Ext. RW1/F, copy of letter dated 8.1.2014 Ext. RW1/G, copy of letter to KD Sharma Ext. RW1/H, copy of letter to respondent no.1 Ext. RW1/J, copy of letter to Vijay Kumar Ext. RW1/K, copy of letter to Vijay Kumar Ext. RW1/L, copy of letter to Ravinder Singh Ext. RW1/M and copy of letter to Vijay Kumar Ext. RW1/N.

10. I have heard the learned Counsel for the petitioner as well as learned Dy. D.A. for the respondent at length and records perused.

11. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	:	No
Issue No.2	:	No
Issue No.3	:	Yes
Issue No.4	:	No
Issue No.5	:	Yes
Relief.	:	Claim petition is dismissed per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issues No.1 and 5

12. Both the issues shall be taken up together for the purpose of adjudication.

13. The petitioner has asserted that his services were engaged by respondent no. 2 *w.e.f.* 1.11.2011 on daily wage on muster roll basis in the capacity of beldar without any appointment letter and thereafter he continued to work with the respondent No. 2 till 30.6.2012 under the control and supervision of the Junior Engineer/Assistant Engineer, Bassi. The petitioner also asserts that he had completed 240 days of work and his attendance was marked and payment was made by Junior Engineer every month. The petitioner further asserted that at the time of his appointment he was asked to produce his birth certificate, qualification and two passport size photos by the respondent No. 2. He performed his duty in Changer Area Lift Irrigation Project Bassi. While alleging his illegal termination by respondent no. 2 on 1.7.2012 he has very categorically stated that he has never worked during service with respondent no.1 contractor *w.e.f.* 1.11.2011 to 30.6.2012. The respondent no.1 had never issued any appointment letter to him regarding his engagement and did not make any payment during his period of service. He also alleges that attendance of petitioner was not marked by respondent no.1.

14. Respondent no.1 in their reply have submitted that they had engaged the services of the petitioner as daily rated casual labour for the operation of pumping machinery by respondent no.2. The contract of respondent no.1 with respondent no. 2 came to an end in May, 2013 consequently the services of petitioner were not more required as it was linked to the length of contract of respondent no.1 with respondent no. 2. Respondent no.1 further asserts that they had given one month's prior notice to the claimant/petitioner before completion of the contract and all the

payment of labourer were cleared till 2013. No evidence could be produced by respondent no.1 despite opportunity.

15. The statement of petitioner in claim petition points towards the fact that the petitioner has confined his claim only against respondent no. 2. In cross-examination the petitioner has denied that he had worked under different contractors at different time or project or that he was employed by respondent no.1 and also his services came to an end after the completion of the contract between respondent no.1 and respondent no.2.

16. RW1 Shri Satish Kumar Sharma, Executive Engineer has deposed that the petitioner was engaged on outsource basis through contractor respondent no.1 under the scheme of A/R and M/O Medium Lift Irrigation Project Changer Area from Anandpur Hydel Channel. He alleges that petitioner was an employee of respondent no.1 thus he was neither engaged nor terminated by respondent no. 2. The copy of notice inviting tender Ext.RW1/F and the letters Ext.RW1/E, Ext.RW1/G, Ext.RW1/H, Ext.RW1/J and Ext.RW1/K, Ext.RW1/L, Ext.RW1/M and Ext.RW1/N also show that various works of scheme were given on contract to various private contractors for particular period of time. In the pleadings presented on behalf of respondent no.1 the contention of respondent no. 2 has been accepted and it is also mentioned that the petitioner was employed by respondent no.1 for the period of contract which was assigned to it by respondent no. 2. Considering the claim which has been preferred on behalf of petitioner the onus to prove the employer employee relationship between the petitioner and respondent no. 2 was solely on the petitioner. This fact has been denied and contested by respondent no. 2 hence oral and documentary evidence in this regard was to be produced initially by the petitioner. Except the bald statement of petitioner there is no other oral and documentary evidence pointing towards the fact that the petitioner had been appointed and was terminated by the order of the respondent no. 2. The document Ext. RW1/B, Ext. RW1/C are the documents prepared by respondent nos.1 and 2 regarding the work done by the workers under them and also their date of engagement as well as attendance for June, 2012. Ext. RW1/D is merely a list of workers who had raised their claim against the respondents. RW1 Shri Satish Kumar Sharma has admitted that project was supervised by the official of the department but denied that contract was merely a formality. He has denied that petitioner was employed and terminated by respondent no.2. He however admits that the department has no license under Contract Labour (Regulation and Abolition) Act of 1970 nor any document has been produced on record which would exempt the department from obtaining license under Contract Labour (Regulation and Abolition) Act of 1970. Hon'ble Supreme Court in **Dena Nath and Ors vs. National Fertilizers Ltd. and Ors, AIR 1992 SC 457** has held as follows:—

“....The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of [Sections 9](#) and [12](#) respectively is the penal provision, as envisaged under the Act for which reference may be made to [Sections 23](#) and [25](#) of the Act. We are thus of the firm view that in proceedings under [Article 226](#) of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this court, but we would place on record that we do not agree with the aforequoted observations of the Madras High Court about the effect of non-registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same”.



17. There is nothing on record to exhibit that document pertaining to the engagement of labourers through a contractor were merely a camouflage or that the workmen had actually been employed by the department i.e. respondent no. 2. There is no evidence of direct supervision of the workmen, appointment and termination by respondent no.2. The record for payment being received directly by respondent no. 2 is also not produced by the petitioner thus even in the absence of mandatory license of Contract Labour (Regulation and Abolition) Act of 1970, the petitioner workman cannot be treated as an employee of the principle employer i.e. respondent no. 2. The claim of petitioner against respondent no.1 being wholly unpressed, there is nothing to prove employment of employer and employee relationship between the petitioner and respondent no. 2. In these circumstances it cannot be held that petitioner's services were illegally terminated by the respondents. Accordingly issues no. 1 and 5 are decided in the favour of the respondents.

#### **Issue No. 2**

18. The onus of proving this issue was on the petitioner. The petitioner has failed to discharge burden of proving employer employee relationship between petitioner and respondent no.2 against which the relief has been claimed hence petitioner is not entitled to the relief prayed for and this issue is also decided in the favour of the respondents.

#### **Issue No. 3**

19. Maintainability of petition was challenged by the respondent on the ground that petitioner had not worked under the respondent. The work of irrigation scheme has been awarded to respondent no.1 and the petitioner has however denied that he was ever employed by respondent no.1, nor pressed his claim against respondent no.1. In these circumstances the present petition is not maintainable.

#### **Issue No. 4**

20. In the present case in addition to the petitioner the principle employer as well as the contractor who has obtained labour by way of outsource have been impleaded as party in the claim petition. It appears from the circumstances of the claim that there was no any other necessary or proper parties to the present claim hence the claim is not bad for non-joinder of necessary parties.

#### **Relief**

21. In view of my findings on the issues no. 1, 2, 3 and 5 above the claim petition filed on behalf of the petitioner is not maintainable and the same is dismissed. Parties are left to bear their costs.

22. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 15th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 509/2016

Date of Institution : 23.08.2016

Date of Decision : 15.01.2025

Shri Kamal Singh s/o Shri Hari Singh, r/o Village Jadour, P.O. Tarsuh, Tehsil Shri Naina Deviji, District Bilaspur, H.P. . . *Petitioner.*

*Versus*

1. The Partners, M/s Universal Electric Engineers, Dalhousie Road Pathankot, Punjab (Contractor).

2. The Executive Engineer, Changer Area Lift Irrigation Project Division, Bassi, District Bilaspur, H.P. (Principal Employer) . . *Respondents.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. Vijay Kaundal, Ld. Adv.

For the Respondent No.1 : Sh. Manish Awasthi, Ld. Adv.

For Respondent No. 2 : Sh. Anil Sharma, Ld. Dy.D.A.

**AWARD**

The following reference has been received by this court for adjudication from the appropriate Government/Deputy Labour Commissioner :

“Whether termination of services of Shri Kamal Singh s/o Shri Hari Singh, r/o Village Jadour, P.O. Tarsuh, Tehsil Shri Naina Deviji, District Bilaspur, H.P. *w.e.f.* 01-07-2012 by (i) the Partners, M/S Universal Electric Engineers, Dalhousie Road Pathankot, Punjab (Contractor) and (ii) the Executive Engineer, Changer Area Lift Irrigation Project Division Bassi, District Bilaspur, H.P. (Principal Employer), without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employers?”

2. The brief facts as stated in the claim petition are that the petitioner had worked as daily wage Beldar with respondent no.2 in Changer Area, Medium Lift Irrigation Scheme *w.e.f.* 1.11.2011 till 30.6.2012 continuously. The petitioner alleges that his daily wages services were terminated by the verbal order dated 01.07.2012 without any reason and without any notice which amounts to unfair labour practice on the part of the respondent. It is also alleged that on 1.7.2012 the respondents had allotted the work on contract without providing any information and all the matter kept confidential. The petitioner alleged that the respondent has violated the provisions of Section 25B, 25-F(b), 25-G and 25-H of the Industrial Disputes Act, 1947 and principle of ‘Last

Come First Go'. He alleged that he has worked for more 240 days in a year. He is unemployed and till date no employment is available to him. The petitioner has prayed for reinstatement of service along-with seniority and continuity of service and other consequential benefit and back wages.

3. In reply on behalf of respondent no.1 preliminary objections qua maintainability, non joinder of necessary party and no employer employee relationship between the respondent no.1 and petitioner have been raised. On merit, it is denied that the petitioner had worked continuously *w.e.f.* 1.11.2011 to 30.6.2012. It is asserted that neither the petitioner was part time nor regular employee of respondent no.1 but he was daily rated casual labourer and his services were engaged as a daily rated casual labourer for operation of pumping machinery by respondent no. 2. The petitioner was a contractual labourer and the contract of the respondent no.1 with respondent no. 2 come to an end in May, 2013 and as such the services of the petitioner were no more required by the respondent no.1. It is asserted that before completion of contract one month prior notice was given to the petitioner as well as all the payments of labourer were cleared till May, 2013. It is asserted that after completion of the work of respondent no.1 a new contract of operation and maintenance for the same pumping machinery was awarded to one Shri Vijay Kumar Contractor, M/s Vasudev Electrical VPO Mojowal (Naya Nangal), Punjab and the same labour had worked under the said contractor. All the other averments made in the claim petition are denied in parwise and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In reply on behalf of respondent no. 2 has raised preliminary objections qua maintainability and no employer employee relationship between the respondent no. 2 and petitioner. On merits, it is denied that the petitioner was engaged as daily wage helper on 1.11.2011 by the respondent no. 2 and he (petitioner) worked upto 30.6.2012 with the respondent no. 2. It is also denied that the work was allotted to contractor on 1.7.2012 through tender. It is denied that the respondent no. 2 had terminated the services of the petitioner. It is asserted that the Changer Area Medium Lift Irrigation Project was constructed through various contractors and after its completion it was awarded to various contractors for operation and maintenance of the same project by outsourcing of labour in the year 2012-13. The petitioner was never engaged nor terminated by the respondent, thus there was no relationship of employer and employee between the respondent No. 2 and petitioner. It is also asserted that neither the petitioner nor other workers were engaged by the respondent no. 2 when the petitioner along-with other workers raised demand notice before the Labour-cum-Conciliation Officer then the respondent filed reply vide letter No. 2160-62 dated 08-01-2014 along-with list of workers mentioned in the demand notice before the Labour-cum-Conciliation Officer Bilaspur. Other averments made in the petition were denied and it is prayed that the petition deserved to be dismissed.

5. In rejoinder the preliminary objections were denied and facts stated in the petition have been reasserted and reaffirmed.

6. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether termination of services of the petitioner by the respondents *w.e.f.* 01-07-2012 is/was illegal and unjustified, as alleged? . . . *OPP.*
2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to? . . . *OPP.*
3. Whether the claim petition is not maintainable, as alleged? . . . *OPR.*
4. Whether the claim petition is bad for non-joinder of necessary parties, as alleged? . . . *OPR.*

5. Whether there exists no relationship of employer and employee between the petitioner and respondents, as alleged? . . OPR.

### Relief

7. The petitioner in order to prove his case examined himself by way of affidavit Ext. PW1/A wherein he reiterated the facts alleged in the claim petition.

8. It is pertinent to mention here that respondent no.1 had given many opportunities to adduce evidence despite this fact neither steps have been taken nor witnesses have been produced before this court by respondent no.1 hence the evidence of respondent no.1 was closed by the order of court on 22.11.2024.

9. Respondent no. 2 examined Sh. Satish Kumar Sharma, Executive Engineer, Jal Shakti Division Bilaspur by way of affidavit Ex. RW1/A. He also produced on record copy of list of employees submitted by respondent no.1 Ext. RW1/B, copy of list of attendance Ext. RW1/C, copy of list of applicants Ext. RW1/D, copy of letter dated 29.1.2007 Ext. RW1/E, copy of notice inviting tender Ext. RW1/F, copy of letter dated 8.1.2014 Ext. RW1/G, copy of letter to KD Sharma Ext. RW1/H, copy of letter to respondent no.1 Ext. RW1/J, copy of letter to Vijay Kumar Ext. RW1/K, copy of letter to Vijay Kumar Ext. RW1/L, copy of letter to Ravinder Singh Ext. RW1/M and copy of letter to Vijay Kumar Ext. RW1/N.

10. I have heard the learned Counsel for the petitioner as well as learned Dy. D.A. for the respondent at length and records perused.

11. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1	:	No
Issue No.2	:	No
Issue No.3	:	Yes
Issue No.4	:	No
Issue No.5	:	Yes
Relief.	:	Claim petition is dismissed per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issues No.1 and 5

12. Both the issues shall be taken up together for the purpose of adjudication.

13. The petitioner has asserted that his services were engaged by respondent no. 2 *w.e.f.* 1.11.2011 on daily wage on muster roll basis in the capacity of beldar without any appointment letter and thereafter he continued to work with the respondent No. 2 till 30.6.2012 under the control and supervision of the Junior Engineer/Assistant Engineer, Bassi. The petitioner also asserts that he had completed 240 days of work and his attendance was marked and payment was made by Junior Engineer every month. The petitioner further asserted that at the time of his appointment he

was asked to produce his birth certificate, qualification and two passport size photos by the respondent No. 2. He performed his duty in Changer Area Lift Irrigation Project Bassi. While alleging his illegal termination by respondent no. 2 on 1.7.2012 he has very categorically stated that he has never worked during service with respondent no.1 contractor *w.e.f.* 1.11.2011 to 30.6.2012. The respondent no.1 had never issued any appointment letter to him regarding his engagement and did not make any payment during his period of service. He also alleges that attendance of petitioner was not marked by respondent no.1.

14. Respondent no.1 in their reply have submitted that they had engaged the services of the petitioner as daily rated casual labour for the operation of pumping machinery by respondent no. 2. The contract of respondent no.1 with respondent no. 2 came to an end in May, 2013 consequently the services of petitioner were not more required as it was linked to the length of contract of respondent no.1 with respondent no. 2. Respondent no.1 further asserts that they had given one month's prior notice to the claimant/petitioner before completion of the contract and all the payment of labourer were cleared till 2013. No evidence could be produced by respondent no.1 despite opportunity.

15. The statement of petitioner in claim petition points towards the fact that the petitioner has confined his claim only against respondent no. 2. In cross-examination the petitioner has denied that he had worked under different contractors at different time or project or that he was employed by respondent no.1 and also his services came to an end after the completion of the contract between respondent no.1 and respondent no. 2.

16. RW1 Shri Satish Kumar Sharma, Executive Engineer has deposed that the petitioner was engaged on outsource basis through contractor respondent no.1 under the scheme of A/R and M/O Medium Lift Irrigation Project Changer Area from Anandpur Hydel Channel. He alleges that petitioner was an employee of respondent no.1 thus he was neither engaged nor terminated by respondent no. 2. The copy of notice inviting tender Ext.RW1/F and the letters Ext.RW1/E, Ext.RW1/G, Ext.RW1/H, Ext.RW1/J and Ext.RW1/K, Ext.RW1/L, Ext.RW1/M and Ext.RW1/N also show that various works of scheme were given on contract to various private contractors for particular period of time. In the pleadings presented on behalf of respondent no.1 the contention of respondent no. 2 has been accepted and it is also mentioned that the petitioner was employed by respondent no.1 for the period of contract which was assigned to it by respondent no. 2. Considering the claim which has been preferred on behalf of petitioner the onus to prove the employer employee relationship between the petitioner and respondent no. 2 was solely on the petitioner. This fact has been denied and contested by respondent no.2 hence oral and documentary evidence in this regard was to be produced initially by the petitioner. Except the bald statement of petitioner there is no other oral and documentary evidence pointing towards the fact that the petitioner had been appointed and was terminated by the order of the respondent no.2. The document Ext. RW1/B, Ext. RW1/C are the documents prepared by respondent nos.1 and 2 regarding the work done by the workers under them and also their date of engagement as well as attendance for June, 2012. Ext. RW1/D is merely a list of workers who had raised their claim against the respondents. RW1 Shri Satish Kumar Sharma has admitted that project was supervised by the official of the department but denied that contract was merely a formality. He has denied that petitioner was employed and terminated by respondent no. 2. He however admits that the department has no license under Contract Labour (Regulation and Abolition) Act of 1970 nor any document has been produced on record which would exempt the department from obtaining license under Contract Labour (Regulation and Abolition) Act of 1970. Hon'ble Supreme Court in **Dena Nath and Ors vs. National Fertilizers Ltd. and Ors, AIR 1992 SC 457** has held as follows:—

“....The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of [Sections 9](#) and [12](#) respectively is the penal

provision, as envisaged under the Act for which reference may be made to [Sections 23 and 25](#) of the Act. We are thus of the firm view that in proceedings under [Article 226](#) of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this court, but we would place on record that we do not agree with the aforequoted observations of the Madras High Court about the effect of non-registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same”.

17. There is nothing on record to exhibit that document pertaining to the engagement of labourers through a contractor were merely a camouflage or that the workmen had actually been employed by the department *i.e.* respondent no. 2. There is no evidence of direct supervision of the workmen, appointment and termination by respondent no. 2. The record for payment being received directly by respondent no. 2 is also not produced by the petitioner thus even in the absence of mandatory license of Contract Labour (Regulation and Abolition) Act of 1970, the petitioner workman cannot be treated as an employee of the principle employer *i.e.* respondent no. 2. The claim of petitioner against respondent no.1 being wholly unpressed, there is nothing to prove employment of employer and employee relationship between the petitioner and respondent no. 2. In these circumstances it cannot be held that petitioner's services were illegally terminated by the respondents. Accordingly issues no. 1 and 5 are decided in the favour of the respondents.

#### **Issue No. 2**

18. The onus of proving this issue was on the petitioner. The petitioner has failed to discharge burden of proving employer employee relationship between petitioner and respondent no.2 against which the relief has been claimed hence petitioner is not entitled to the relief prayed for and this issue is also decided in the favour of the respondents.

#### **Issue No. 3**

19. Maintainability of petition was challenged by the respondent on the ground that petitioner had not worked under the respondent. The work of irrigation scheme has been awarded to respondent no.1 and the petitioner has however denied that he was ever employed by respondent no.1, nor pressed his claim against respondent no.1. In these circumstances the present petition is not maintainable.

#### **Issue No. 4**

20. In the present case in addition to the petitioner the principle employer as well as the contractor who has obtained labour by way of outsource have been impleaded as party in the claim petition. It appears from the circumstances of the claim that there was no any other necessary or proper parties to the present claim hence the claim is not bad for non-joinder of necessary parties.

#### **Relief**

21. In view of my findings on the issues no. 1, 2, 3 and 5 above the claim petition filed on behalf of the petitioner is not maintainable and the same is dismissed. Parties are left to bear their costs.

22. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 15th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

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**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 29/2016

Date of Institution : 20.01.2016

Date of Decision : 15.01.2025

Shri Amar Singh s/o Shri Santu Ram, r/o Village Khurahah, P.O. Khural, Tehsil Sunder Nagar, District Mandi, H.P. . . *Petitioner.*

*Versus*

The Executive Engineer, Sunder Nagar Division, H.P.P.W.D. Sunder Nagar, District Mandi, H.P. . . *Respondent.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Nemo

For Respondent : Sh. Anil Guleria, Ld. ADA

**AWARD**

The following reference has been received by this court for adjudication from the appropriate Authority/Joint Labour Commissioner.

“Whether termination of services of Shri Amar Singh s/o Shri Santu Ram, r/o Village Khurahah, P.O. Khural, Tehsil Sunder Nagar, District Mandi, H.P. by the Executive Engineer, Sunder Nagar Division, H.P.P.W.D. Sunder Nagar, District Mandi, H.P. during November, 1998 without complying the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, keeping in view the delay of more than 11 years in raising the industrial dispute, what amount of back wages, seniority, past service benefits and compensation the above aggrieved workman is entitled to from the above employer?”

2. The brief facts as stated in the claim petition are that the petitioner had worked with the respondent as daily waged beldar from 1997 to 1998 however respondent has orally terminated the services of the petitioner without any cause and without issuing any notice. It is asserted that workers junior to the petitioner have been kept on work and they are all mentioned in the record of the department. The petitioner had filed OA bearing No.2304/1999 before the Hon'ble Administrative Tribunal which was decided in his favour but the respondent had not followed the same which was unfair labour practice. The petitioner has requested time and again with regard to his re-engagement but of no avail. It is asserted that as per seniority list from the year 1997 to 2010 the department had kept on work many workers junior to the petitioner namely Sukh Ram, Liak Ram, Gulaba Ram, Jeet Ram, Shyam Lal, Tulsi Ram etc. It is asserted that the department had violated the provisions of Sections 25-B, 25-N, 25-F (a), 25-F (b), 25-G and 25-G as well as the principle of 'last come first go'. The petitioner is unemployed. In the light of these averments the petitioner has prayed that he may be reinstated in his services with seniority and continuity in service and all consequential benefits.

3. In reply to the petition preliminary objections qua maintainability and delay and laches have been raised. On merits, it is denied that the petitioner worked with the respondent department in the year 1996 to 1999 and his services were retrenched/terminated illegally in the year 1999. It is asserted that the petitioner had worked only for 79 days in the year 1996, 145 days in 1997, 135 days in 1998 and 37 days in April, May, 1999 and thereafter he has left the job at his own sweet will without giving any intimation to the department. He has not worked for 240 days in any calendar year and was not interested to work with the respondent department. Other parawise averments made in the reply were denied and it is prayed that the petition deserves to be dismissed.

4. The petitioner by way of rejoinder has denied preliminary objections raised in the reply and facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether termination of the services of petitioner by the respondent during November, 1998 is/was legal and justified as alleged? .. *OPP.*
2. If issue no.1 is proved in affirmative, to what service benefits the petitioner is entitled to? .. *OPP.*
3. Whether the claim petition is not maintainable in the present form, as alleged? .. *OPR.*
4. Whether the claim petition is bad on account of delay and laches as alleged? .. *OPR.*

#### Relief

6. I have heard the learned ADA for the respondent at length and records perused

7. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No.1 : No

Issue No. 2 : No



Issue No. 3 : Not pressed

Issue No. 4 : Not pressed

Relief : Claim Petition is dismissed per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issues No. 1 to 4

8. All the issues shall be taken up together for the purpose of adjudication.

9. The petitioner in the present case failed to appear before this court on 18.12.2024 at Mandi. The report shows that the petitioner was duly served for the said date. Despite due service and knowledge of the proceedings he did not put his presence nor any Counsel/Authorized Representative appeared on his behalf. Section 10(B) Clause 9 read with the Industrial Disputes (Central) Rules, 1957.

“10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party.”

10. It is argued by learned ADA for the respondent that the onus of proving the averments and allegations by way of leading oral or documentary evidence in the court is on the claimant. The learned ADA has further submitted that considering the conduct of the petitioner and the fact that he is not able to substantiate the allegations by way leading evidence the reference cannot be decided in favour of the claimant.

11. The perusal of the case file shows that the petitioner has received the summons of the court as ample opportunities has been granted to the petitioner to appear before this court to produce evidence oral as well as documentary. He failed produce the evidence but despite having knowledge of the proceedings failed to appear before this court hence he was proceeded ex parte. The onus of proving the fact that termination of the services of the petitioner by the respondent during November, 1998 was illegal and unjustified was on the petitioner. In absence of cogent evidence to this effect the reference cannot be decided in the favour of petitioner. Rule 22 of The Industrial Disputes (Central) Rules, 1957 also provides as follow:—

“22. Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.—If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented.”

12. Hon’ble Supreme Court in **M/s Haryana Suraj Malting Ltd. vs. Phool Chand**, AIR 2018 SC 2670 has observed thus under the statutory scheme the Labour Court/Tribunal is empowered to follow its own procedure as it thinks fit, meaning thereby, a procedure which is fit and proper for the settlement of the Industrial Dispute and for maintaining industrial peace. If a party fails to attend the Court/Tribunal without showing sufficient cause, the Court/Tribunal can proceed ex parte and pass an ex parte award. The award, ex parte or otherwise, has to be sent to the appropriate Government as soon as it is made and the appropriate Government has to publish it within 30 days of its receipt. The award thus published becomes enforceable after a period of 30 days of its publication.

13. In the circumstances of the present case also the reference was made to this court however claimant/petitioner failed to adduce evidence to substantiate allegations.

### Relief

14. In view of the above, the reference is not maintainable and is accordingly dismissed. The parties are left to bear their costs.

15. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 15th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

---

### IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)

Reference No. : 615/2015

Date of Institution : 19.12.2015

Date of Decision : 18.01.2025

Shri Sachin Minhas s/o Shri Ram Chand through Shri Sunder Singh Sippy (General Secretary All Himachal H.P.P.W.D. & I.P.H. Kamgar Union), r/o House No.100/3, Roda Sector, District Bilaspur, H.P. . . *Petitioner.*

### *Versus*

The Chairman-cum-Managing Director, H.P. Ex. Serviceman Corporation Hamirpur, District Hamirpur, H.P. . . *Respondent.*

### Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. B.S. Verma, Ld. Adv.

For the Respondent : Sh. O.P. Gautam, Ld. Adv.

### AWARD

The following reference has been received by this court for adjudication from the appropriate Government/Deputy Labour Commissioner :

“Whether demand of Shri Sachin Minhas s/o Shri Ram Chand through Shri Sunder Singh Sippy (General Secretary All Himachal H.P.P.W.D. & I.P.H. Kamgar Union), r/o House No.100/3, Roda Sector, District Bilaspur, H.P. regarding regularization of his daily wages services *w.e.f.* 01-04-2011 (as alleged by workman) as per Government policy to be fulfilled by the Chairman-cum-Managing Director, H.P. Ex-serviceman Corporation Hamirpur, District Hamirpur, H.P., is legal and justified? If yes, to what relief, service benefits above workman is entitled to from the above employer?”

2. The brief facts as stated in the claim petition are that the petitioner was appointed as daily wage clerk by the respondent on 10.1.2004 and thereafter he continuously worked with the respondent. It is submitted that the petitioner presented an application for regularization of his services on 1.4.2014 regarding which no action was taken by respondent. The petitioner has claimed to regularize his service in accordance with notification dated 1.4.2011 passed by the Government of H.P.

3. In reply the respondent has raised preliminary objections qua maintainability, absence of privity of contract and mis-joinder and non-joinder of necessary parties. It is asserted that petitioner was never engaged as daily wage worker or in any capacity with the respondent though he has worked with H.P. Ex-Serviceman Truck Operator’s Welfare Working Committee Barmana, District Bilaspur. Respondent denied that petitioner was ever an employee of the respondent on daily wage and no joining letter had ever been given to petitioner by the respondent. In the light of these averments it is prayed that the petition be dismissed.

4. In rejoinder the preliminary objections were denied and facts stated in the petition have been reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the demand of the petitioner for his regularization from the respondent *w.e.f.* 01-04-2011 is/was proper and justified as alleged (issue re-framed in accordance with the reference received by this Court) . . . *OPP.*
2. If issue no.1 is proved in affirmative to what service benefits the petitioner is entitled to? . . . *OPP.*
3. Whether the claim petition is not maintainable in the present form? . . . *OPR.*
4. Whether the petition is bad on account of non-joinder and mis-joinder of necessary parties as alleged? . . . *OPR.*

#### Relief

6. The petitioner in order to prove his case examined himself by way of affidavit Ext. PW1/A. He also produced on record copy of letter dated 1.4.2014 Ext. PW1/B, copy of notification dated 8.7.2013 Ext. PW1/C and copy of judgment dated 19.4.1994 Ext. PW1/D. He reiterated the facts stated in the petition by way of affidavit. PW2 Shri Vishal Patial, Junior Assistant of H.P. Ex-serviceman Corporation Hamirpur has produced on record copy of letter dated 20.2.2004 Ext. P-1, payment vouchers Ext. P-2, P-3 to P-8. PW3 Shri Kamal Kumar, Junior Assistant of H.P. Ex-serviceman Corporation Camp Office at Barmana has produced on record copy of office order dated 16.9.2010 Ext. P-9 and copy of muster rolls Ext.P-10.

7. Respondent has examined Shri Mahesh Kumar Sharma, Manager/Assistant Controller (F&A), H.P. Ex-serviceman Corporation, Camp Office Barmana, District Bilaspur by way of affidavit Ext.RW1/A. He reiterated the facts stated in the reply.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No.1 : Yes

Issue No.2 : Decided accordingly

Issue No.3 : No

Issue No.4 : No

Relief : Claim petition is partly allowed per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issue No. 1

10. The petitioner Sachin Minhas has deposed on oath that he was engaged on the post of Clerk by H.P. Ex-serviceman Corporation Hamirpur on 10.1.2004 and has worked with the respondent continuously since then. He has represented to regularize his service *vide* application dated 1.4.2014 which was not acted upon by the respondent in accordance with notification dated 1.4.2011 issued by State Government of H.P. He has prayed his service be regularized by the respondent.

11. In cross-examination he admitted that no appointment letter has been issued to him by Ex-Serviceman Corporation and also states that he had worked under H.P. Ex-serviceman Truck Operators Welfare Working Committee Barmana, District Bilaspur. He however emphasized that the said committee is under the respondent corporation. He admits that he had not produced any document to this effect. He however denied that he was not kept on work by respondent corporation. He feigned ignorance to the effect that as to who had been paying salary to him.

12. RW1 Shri Mahesh Kumar Sharma, has denied that petitioner was ever engaged as a daily wager worker by the respondent. However he states that the petitioner was being paid fixed remuneration from diesel head account. He denied employer employee relationship between the petitioner and respondent and also denied privity of contract between them. He asserts that petitioner is employee of H.P. Ex-serviceman Truck Operation Welfare Working Committee.

13. The petitioner had laid claim against respondent corporation and hence initial onus to establish the employer employee relationship was squarely on the petitioner. Ext. PW1/B is the application presented by petitioner to the respondent for regularization of his services and Ext. PW/C is criteria/notification for regularization of employee issued by State Government of H.P. PW2 Shri Vishal Patial is the Junior Assistant from H.P. Ex-serviceman Corporation who has produced the copy of letter Ext. P1 which is regarding revision of salary of employee of the corporation posted at diesel pump approval thereof. The petitioner is mentioned as one of the employee and the letter is issued under seal of Chairma-cum-Managing Director, Ex-serviceman

Corporation Hamirpur. Payment vouchers Ext. P-2, Ext. P-3, Ext. P-4, Ext. P-5, Ext. P-6, Ext. P-7 and Ext. P-8 are also pertaining to H.P. Ex-serviceman Corporation. These vouchers are regarding the payment of employees on the roll of diesel pump by the H.P. Ex-serviceman Corporation Hamirpur. PW3 Shri Kamal Kumar, Junior Assistant, H.P. Ex-serviceman Corporation Camp Office Barmana has proved the office order Ext. P-9 regarding interchange of duties issued by Manager, H.P. Ex-serviceman Corporation Camp Office Barmana, District Bilaspur. Ext. P-10 is the copy of muster roll of the petitioner for the month of May 2004 which also shows that the petitioner was an employee of respondent corporation.

14. RW1 Shri Mahesh Kumar Sharma has admitted in his cross-examination that Ext. PX has been issued by their corporation under RTI. This document consists of name of employees at diesel pump of H.P. Ex. Serviceman Corporation Hamirpur. With regard to the continuous service of the petitioner he has very clearly admitted that petitioner is working as a clerk from April, 2004 to March, 2013. Ext. PX dated 17.12.2019 regarding the year and month of service of employees of respondent also shows that the petitioner had worked continuously with the respondent corporation from April, 2004 till March, 2013 and completed 9 years of continuous service. The mandays chart in addition to admission made by RW1 Shri Mahesh Kumar Sharma also proved that petitioner had completed 240 days of work in each calendar year of his services without any break till March, 2013. Though RW1 Shri Mahesh Kumar Sharma asserts that the petitioner has been employed by Welfare Working Committee but he is unable to said the date of such employment. His contention that welfare working committee comes under the control of truck union is also not supported by any oral as well as documentary evidence. On the other hand all the documents produced on record pertaining to the employment of petitioner are issued by respondent corporation which shows that right from April, 2004 till March, 2013 petitioner had worked under the control and supervision of the respondent and was being paid wages by the respondent. Thus the petitioner has completed criteria of continuous service vide notification Ext. PW1/C issued by government of H.P. Thus the claim of the petitioner put forward in the reference has been duly proved from the oral as well as documentary evidence led before this court. The demand of petitioner for his regularization w.e.f. 1.4.2011 is hence proper and justified. Issue no.1 is decided in the favour of the petitioner.

## **Issue No. 2**

15. It has been proved from the overwhelming evidence that petitioner has completed his service as daily wage with the respondent from April, 2004 till March, 2013 and has met with criteria laid down vide notification Ext. PW1/C. There is nothing on record produced by the respondent to show that they do not fall within the criteria fixed for regularization vide the above mentioned notification. In these circumstances the claim of the petitioner deserves to be allowed and petitioner is held entitled for regularization of his daily wage service from 1.4.2011 with all consequential benefits. Hence this issue is decided accordingly.

## **Issues No. 3 and 4**

16. The onus of proving these issues was on the respondent. The maintainability of claim petition was primarily challenged on the ground that petitioner was not an employee of the respondent. Fact to the contrary have proved from oral and documentary evidence as well as admission made by respondent witness. Thus the present petition is maintainable and the same is not bad on account of non-joinder and mis-joinder of necessary parties. Hence these issues are decided in the favour of the petitioner.

**Relief**

17. In view of my discussion on the issues no. 1 to 4 above, the claim of the petitioner deserves to be allowed and petitioner is held entitled for regularization of his daily wage service from 1.4.2011 with all consequential benefits. Parties are left to bear their costs.

18. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 18th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

---

**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 554/2015

Date of Institution : 04.12.2015

Date of Decision : 18.01.2025

Shri Prakash Chand s/o Shri Krishnu Ram, through Sunder Singh Sippy (A/R), r/o House No.100/3, Roda Sector, District Bilaspur, H.P. . . *Petitioner.*

*Versus*

The Chairman-cum-Managing Director, H.P. Ex. Serviceman Corporation Hamirpur, District Hamirpur, H.P. . . *Respondent.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. B.S. Verma, Ld. Adv.

For the Respondent : Sh. O.P. Gautam, Ld. Adv.

**AWARD**

The following reference has been received by this court for adjudication from the appropriate Government/Deputy Labour Commissioner:

“Whether demand of Shri Prakash Chand s/o Shri Krishnu Ram through Shri Sunder Singh Sippy (A/R), r/o House No.100/3, Roda Sector, District Bilaspur, H.P. regarding regularization of his daily wages services *w.e.f.* 01-01-2009 (as alleged by workman) as per

Government policy to be fulfilled by the Chairman-cum-Managing Director, H.P. Ex-serviceman Corporation Hamirpur, District Hamirpur, H.P., is legal and justified? If yes, to what relief, service benefits above workman is entitled to from the above employer?"

2. The brief facts as stated in the claim petition are that the petitioner was appointed as daily wage helper by the respondent on 7.10.2002 and thereafter he continuously worked with the respondent. It is submitted that the petitioner presented an application for regularization of his services on 22.3.2014 regarding which no action was taken by respondent. The petitioner has claimed to regularize his service in accordance with notification dated 1.1.2009 passed by the Government of H.P.

3. In reply the respondent has raised preliminary objections qua maintainability, absence of privity of contract and mis-joinder and non-joinder of necessary parties. It is asserted that petitioner was never engaged as daily wage worker or in any capacity with the respondent though he has worked with H.P. Ex-Serviceman Truck Operator's Welfare Working Committee Barmana, District Bilaspur. Respondent denied that petitioner was ever an employee of the respondent on daily wage and no joining letter had ever been given to petitioner by the respondent. In the light of these averments it is prayed that the petition be dismissed.

4. In rejoinder the preliminary objections were denied and facts stated in the petition have been reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the demand of the petitioner for his regularization from the respondent w.e.f. 01-01-2009 is/was proper and justified as alleged (issue re-framed in accordance with the reference received by this Court) . . . *OPP.*
2. If issue no.1 is proved in affirmative to what service benefits the petitioner is entitled to? . . . *OPP.*
3. Whether the claim petition is not maintainable in the present form? . . . *OPR.*
4. Whether the petition is bad on account of non-joinder and mis-joinder of necessary parties as alleged? . . . *OPR.*

#### Relief

6. The petitioner in order to prove his case examined himself by way of affidavit Ext. PW1/A along-with copy of letter dated 22.3.2014 Ext. PW1/B. He reiterated the facts stated in the petition by way of affidavit. PW2 Shri Vishal Patial, Junior Assistant of H.P. Ex-serviceman Corporation Hamirpur has produced on record copy of letter dated 20.2.2004 Ext. P-1, payment vouchers Ext. P-2, P-3 to P-8. PW3 Shri Kamal Kumar, Junior Assistant of H.P. Ex-serviceman Corporation Camp Office at Barmana has produced on record copy of office order dated 20.9.2010 Ext. P-9 and copy of muster rolls Ext.P-10.

7. Respondent has examined Shri Mahesh Kumar Sharma, Manager/Assistant Controller (F&A), HP Ex-serviceman Corporation, Camp Office Barmana, District Bilaspur by way of affidavit Ext.RW1/A. He reiterated the facts stated in the reply.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1 : Yes

Issue No. 2 : Decided accordingly

Issue No. 3 : No

Issue No. 4 : No

Relief : Claim petition is partly allowed per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issue No.1

10. The petitioner Prakash Chand has deposed on oath that he was engaged on the post of helper by H.P. Ex-serviceman Corporation Hamirpur on 7.10.2002 and has worked with the respondent continuously since then. He has represented to regularize his service vide application dated 22.3.2014 which was not acted upon by the respondent in accordance with notification dated 1.1.2009 issued by State Government of H.P. He has prayed his service be regularized by the respondent.

11. In cross-examination he admitted that no appointment letter has been issued to him by Ex-Serviceman Corporation and also states that he had worked under H.P. Ex-serviceman Truck Operators Welfare Working Committee Barmana, District Bilaspur. He however emphasized that the said committee is under the respondent corporation. He admits that he had not produced any document to this effect. He however denied that he was not kept on work by respondent corporation. He feigned ignorance to the effect that as to who had been paying salary to him.

12. RW1 Shri Mahesh Kumar Sharma, has denied that petitioner was ever engaged as a daily wager worker by the respondent. However he states that the petitioner was being paid fixed remuneration from diesel head account. He denied employer employee relationship between the petitioner and respondent and also denied privity of contract between them. He asserts that petitioner is employee of H.P. Ex-serviceman Truck Operation Welfare Working Committee.

13. The petitioner had laid claim against respondent corporation and hence initial onus to establish the employer employee relationship was squarely on the petitioner. Ext. PW1/B is the application presented by petitioner to the respondent for regularization of his services and Ext. PW1/C is criteria/notification for regularization of employee issued by State Government of H.P. PW2 Shri Vishal Patial is the Junior Assistant from H.P. Ex-serviceman Corporation who has produced the copy of letter Ext. P1 which is regarding revision of salary of employee of the corporation posted at diesel pump approval thereof. The petitioner is mentioned as one of the employee and the letter is issued under seal of Chairma-cum-Managing Director, Ex-serviceman Corporation Hamirpur. Payment vouchers Ext. P-2, Ext. P-3, Ext. P-4, Ext. P-5, Ext. P-6, Ext. P-7 and Ext. P-8 are also pertaining to H.P. Ex-serviceman Corporation. These vouchers are regarding the payment of employees on the roll of diesel pump by the H.P. Ex-serviceman Corporation Hamirpur. PW3 Shri Kamal Kumar, Junior Assistant, H.P. Ex-serviceman Corporation Camp Office Barmana has proved the office order Ext. P-9 regarding interchange of duties issued by Manager, H.P. Ex-serviceman Corporation Camp Office Barmana, District Bilaspur. Ext. P-10 is



the copy of muster roll of the petitioner for the month of May, 2004 which also shows that the petitioner was an employee of respondent corporation.

14. RW1 Shri Mahesh Kumar Sharma, has admitted in his cross-examination that Ext. PX has been issued by their corporation under RTI. This document consists of name of employees at diesel pump of H.P. Ex-serviceman Corporation Hamirpur. With regard to the continuous service of the petitioner he has very clearly admitted that petitioner is working as a helper from October, 2002 to March, 2013. Ext. PX dated 17.12.2019 regarding the year and month of service of employees of respondent also shows that the petitioner had worked continuously with the respondent corporation from October, 2002 till March, 2013 and completed 10 years of continuous service. The mandays chart in addition to admission made by RW1 Shri Mahesh Kumar Sharma, also proved that petitioner had completed 240 days of work in each calendar year of his services without any break till March, 2013. Though RW1 Shri Mahesh Kumar Sharma asserts that the petitioner has been employed by Welfare Working Committee but he is unable to state the date of such employment. His contention that Welfare Working Committee comes under the control of truck union is also not supported by any oral as well as documentary evidence. On the other hand all the documents produced on record pertaining to the employment of petitioner are issued by respondent corporation which shows that right from October, 2002 till March, 2013 petitioner had worked under the control and supervision of the respondent and was being paid wages by the respondent. Thus the petitioner has completed criteria of continuous service vide notification Ext. PW1/C issued by government of H.P. Thus the claim of the petitioner put forward in the reference has been duly proved from the oral as well as documentary evidence led before this court. The demand of petitioner for his regularization w.e.f. 1.1.2009 is hence proper and justified. Issue no.1 is decided in the favour of the petitioner.

## **Issue No. 2**

15. It has been proved from the overwhelming evidence that petitioner has completed his service as daily wage with the respondent from October, 2002 till March, 2013 and has met with criteria laid down vide notification Ext. PW1/C. There is nothing on record produced by the respondent to show that they do not fall within the criteria fixed for regularization vide the above mentioned notification. In these circumstances the claim of the petitioner deserves to be allowed and petitioner is held entitled for regularization of his daily wage service from 1.1.2009 with all consequential benefits. Hence this issue is decided accordingly.

## **Issues No. 3 and 4**

16. The onus of proving these issues was on the respondent. The maintainability of claim petition was primarily challenged on the ground that petitioner was not an employee of the respondent. Fact to the contrary have proved from oral and documentary evidence as well as admission made by respondent witness. Thus the present petition is maintainable and the same is not bad on account of non-joinder and mis-joinder of necessary parties. Hence these issues are decided in the favour of the petitioner.

## **Relief**

17. In view of my discussion on the issues no. 1 to 4 above, the claim of the petitioner deserves to be allowed and petitioner is held entitled for regularization of his daily wage service from 1.1.2009 with all consequential benefits. Parties are left to bear their costs.

18. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 18th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

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**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 75/2018

Date of Institution : 23.07.2018

Date of Decision : 20.01.2025

Shri Ranjeet Singh s/o Shri Amar Nath, r/o Village Kotlu, P.O. Jukhala, Tehsil Sadar,  
District Bilaspur, H.P. . . . *Petitioner.*

*Versus*

1. Shri Durga Singh Thakur, Secretary, Kohinoor Sarv Hitkari Parivahan Sabha Samiti,  
V.P.O. Rani Kotla, Tehsil Sadar, District Mandi, H.P.

2. The Kohinoor Sarv Hitkari Parivahan Sabha Samiti, VPO Rani Kotla, Tehsil Sadar,  
District Bilaspur, H.P. (through its President) . . . *Respondents.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. Virender Guleria, Ld. Adv.

For the Respondent(s) : Sh. Abhishek Lakhanpal, Ld. Adv.

**AWARD**

The following reference has been received by this court for adjudication from the appropriate Government/Deputy Labour Commissioner :

“Whether termination of the services of Shri Ranjeet Singh s/o Shri Amar Nath, r/o Village Kotlu, P.O. Jukhala, Tehsil Sadar, District Bilaspur, H.P. during March, 2017 by Shri Durga Singh Thakur, Secretary, Kohinoor Sarv Hitkari Parivahan Sabha Samiti, V.P.O. Rani Kotla, Tehsil Sadar, District Mandi, H.P., without complying with the provisions of the

Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer/management?"

2. The brief facts as mentioned in amended claim petition are that applicant/petitioner was engaged as helper by the respondents in January, 2013 and thereafter he worked continuously upto 3.10.2013. It is alleged that the respondents illegally terminated the services of the applicant/petitioner on 3.10.2013. Applicant approached the Labour-cum-Conciliation Officer Bilaspur and the matter was compromised before Conciliation Officer due to which the applicant was re-engaged on 10 March, 2014. It is further alleged that applicant was thereafter illegally terminated from his service by the respondent in March, 2017. The respondents have approached the Hon'ble High Court challenging the order of conciliation proceedings vide CWP No.3564/2015 which was decided on 7.4.2017 and thereafter the matter was referred to the Industrial Tribunal. According to petitioner he was engaged as helper by the respondent and his services were illegally retrenched in March, 2017 without compliance of the provisions of the Industrial Disputes Act, 1947 and Rules made in this behalf. Applicant worked upto the satisfaction of his superiors and continued to work. He did not leave his work but his services were interrupted on account of lockdown or cessation of work without any fault on his part. The period of interrupted service is also liable to be calculated and counted towards the period of continuous service of the petitioner. The termination was carried out through the verbal order dated March, 2017 without following the procedure under law. It is further alleged that the workers junior to the petitioner were also allowed to continue the work thus respondent violated the mandatory provisions of 'last come first go' as many junior persons were retained by respondents. The petitioner alleged that his services were terminated without following the procedure of law and by way of victimization. It is also submitted that petitioner was getting salary of Rs.6,000/- per month which was likely to be enhanced in future. The wages *w.e.f.* March 2013 to 3.10.2013 and 3.10.2013 to March, 2017 were not paid to the applicant by the respondent and during this period he made request to ARO Society with regard to his wages vide letter No.1675 dated 25.1.2015 whereby the respondents were ordered to make payment to the applicant. Similarly the petitioner was not paid from March, 2013 to 3.10.2013 and after re-engagement from 10.3.2014 to March, 2017. In the light of these allegations petitioner has prayed that oral order of termination of petitioner in March, 2017 may be set aside and respondent be directed to re-engage the services of the petitioner with back wages and all other consequential benefits.

3. Separate reply has been filed on behalf of respondents no.1 and 2 the respondents raised preliminary objections qua maintainability, suppression of material facts, cause of action, petition being bad for mis-joinder and non-joinder of necessary parties and lack of jurisdiction. On merit, it is asserted that the petitioner had concealed material facts from this court as he was never engaged by respondents as alleged in the petition. The respondent society for the purpose of generating revenue is totally dependent upon gate pass out of the freight of the truck which carried cement and clinker from cement factory Bagga to its destination. The dispute arose amongst the co-operative societies relating to allocation of transportation work which eventually reached the Hon'ble High Court. The Hon'ble High Court directed the Divisional Commissioner Mandi to convene a meeting of the representatives of society on 1.7.2010 wherein it was decided that transportation work for time being would be carried out through Bilaspur District Co-operative Federation. Consequently the work of society came to be shifted and allocated to the federation. The petitioner raised a false demand before Labour Inspector-cum-Conciliation Officer Bilaspur though he was never employed by the respondent society. It is further alleged that conciliation officer without any authority of law during course of conciliation proceedings directed the petitioner to re-engage the petitioner which order was assailed before the Hon'ble High Court. The Hon'ble High Court had held that conciliation officer was not vested with judicial quasi-judicial powers. Vide order dated 10.3.2014 conciliation officer ordered re-engagement of petitioner

were held notwithstanding tests of judicial scrutiny and was accordingly set aside. Respondents denied that the services of petitioner were engaged in March, 2017 and according to them he was never engaged by the respondents at any point of time. All the other allegations made in the claim petition are denied in parawise and it is prayed that the claim of the petitioner deserves to be dismissed.

4. Separate rejoinders to the reply filed on behalf of respondents the preliminary objections were denied and facts stated in the petition have been reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the termination of the services of the petitioner by the respondent during March, 2017 is/was illegal and unjustified, as alleged? . . . *OPP*.
2. If issue no.1 is proved in affirmative to what service benefits the petitioner is entitled to? . . . *OPP*.
3. Whether the claim petition is not maintainable, as alleged? . . . *OPR*.
4. Whether the petitioner has no cause of action to file the present case, as alleged? . . . *OPR*.
5. Whether the petitioner has not approached this Court with clean hands, as alleged? . . . *OPR*.
6. Whether the petition is bad for non-joinder and mis-joinder of parties, as alleged? . . . *OPR*.
7. Whether this Court has no jurisdiction to try the present case, as alleged? *OPR*

#### Relief

6. The petitioner in order to prove his case examined himself by way of affidavit Ext. PW1/A and he also produced on record copies of letters Ext. PW1/B and Ext. PW1/C.

7. Respondent has examined Shri Durga Singh Thakur, Secretary Kohinoor Sarv Hitkari Parivahan Sabha Samiti by way of affidavit Ext. RW1/A. He reiterated the facts stated in the reply. Ext. DA is the order passed by Hon'ble High Court which has also been produced on record by the respondent.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

- |             |   |     |
|-------------|---|-----|
| Issue No.1  | : | No  |
| Issue No. 2 | : | No  |
| Issue No. 3 | : | Yes |

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Issue No. 4	:	Yes
Issue No. 5	:	Yes
Issue No. 6	:	unpressed
Issue No. 7	:	unpressed
Relief.	:	Claim petition is dismissed per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issue No.1

10. The petitioner Ranjeet Singh has stated in his affidavit that he was engaged as helper by the respondents in January, 2013 and thereafter he continuously worked upto 3.10.2013. After 3.10.2013 his services were orally terminated and he approached the Labour-cum-Conciliation Officer Bilaspur. During conciliation proceedings the matter was compromised and as a result of which he was re-engaged on 10.3.2014. He has further stated that his services were illegally terminated in March, 2017. Letter Ext. PW1/B has been produced which shows that on 24.2.2013 payment has been made to workers by the respondents which included Ranjeet Singh (petitioner), Dinesh Kumar, Gopal Verma and Suresh Kumar. The order of Hon'ble High Court Ext. DA which clearly shows that the proceedings conducted before Labour-cum-Conciliation Officer at the behest of the petitioner and the order passed by Labour-cum-Conciliation Officer directing re-engagement of petitioner was held to be beyond jurisdiction of Labour-cum-Conciliation Officer and was accordingly set aside. The letter Ext. PW1/C shows that pursuant to the order of Labour-cum-Conciliation Officer the services of the petitioner were re-engaged by the respondents. The documents which have been produced on record show that the disengagement of petitioner was allegedly carried out in the year 2013 which was challenged before the Labour-cum-Conciliation Officer and order of Labour-cum-Conciliation Officer had been set aside by Hon'ble High Court.

11. *Petitioner has however submitted that he was re-engaged and thereafter terminated in March, 2017. The present reference is based on demand notice whereby the petitioner had challenged his oral termination in the year March, 2017. Respondents on the other hand denied that petitioner was engaged by them at any point of time and they have also alleged that the applicant/petitioner is making false and fictitious claim of his re-engagement. In view of the clear denial by the respondents regarding employer employee relationship between the petitioner and the respondents in the year 2017 the onus was on the petitioner to prove by oral as well as documentary evidence that he was working continuously with the respondents for the year prior to March, 2017. In order to prove the employer and employee relationship the petitioner could have produced or asked the respondent financial record pertaining the employment of the petitioner and another documentary evidence relating to the control and employment of the petitioner during period the period of his work. It is settled legal principle that the burden of proof for establishing the employer and employee relationship is on the party seeking such relationship. (Kanchanjunga Building Employees Union vs Kanchanjunga Flat Owners Society Anr. 2024 Livelaw(Delhi) 543 WP (Civil) 6193/2008 decided on 28.3.2014.*

12. Contrary to the above the petitioner has only made oral statement in this regard. Petitioner has not produced on record any payment by way of wages being made to him in the year 2017 or 12 months preceding March, 2017. He has also not produced any record with regard to his continuous employment for 12 months preceding the date of his alleged oral termination. It is important to mention here that according to petitioner he was getting a salary of Rs. 6,000/- per month the wages for the period from March, 2013 to 10.3.2013 were not paid and w.e.f. 10.3.2014

to March, 2017 were also not paid by the respondents. According to petitioner during this period he made request to (ARO Society) for his wages and ARO *vide* letter No.1675 dated 25.1.2015 had ordered the respondent to make the payment to the petitioner the record of above mentioned letter has however not been produced by the petitioner in this case. Thus there is no oral as well as documentary evidence to show that petitioner was continuously worked with the respondent for 12 months prior to March, 2017 or completed 240 days of mandatory period of service in order to fall within the ambit of Section 25-F of the Industrial Disputes Act.

13. The petitioner has alleged that after his termination persons junior to him continued to work with the respondents and many new persons were also appointed by respondents has retained juniors in violation of the principle of 'last come first go'. In order to prove these allegations no evidence has been produced in the court. The petitioner has produced on record the documents which show that he had received payment of work done by him on 24.2.2013 and that he was re-engaged by the order of Labour-cum-Conciliation Officer. However there is no evidence to prove that prior to March, 2017 he had continuously worked with the respondents for a period of 240 days in a 12 calendar months. The above evidence was essential for granting relief under the Industrial Disputes Act. Accordingly issue no.1 is decided in the favour of the respondents.

#### **Issue No. 2**

14. It has been proved on the evidence on record that the petitioner had not worked continuously for a period of 12 months with the respondent prior to the date of alleged termination by the respondent. The petitioner has not fulfilled the criteria under Section 25-B so as to unable to him to get relief under Section 25-F of the Industrial Disputes Act. The petitioner has also not able to produce any evidence to show that any persons junior to him were retained in service by the respondent. In these circumstances the petitioner is not entitled for relief as prayed for in the reference and the claim petition.

#### **Issues No. 3, 4 and 5**

15. The onus of proving these issues was on the respondent. The record shows that petitioner was initially employed in the year 2013 whereby his services were terminated and order of termination was challenged before the Labour-cum-Conciliation Officer. The Hon'ble High has set aside the order of Labour-cum-Conciliation Officer on the basis of jurisdiction. Thereafter the present reference has been received regarding the termination of the petitioner in the year 2017. The alleged illegal termination of the petitioner in the year 2017 was required to be proved by leading evidence however petitioner has failed to establish his entitlement under Section 25-F of the Industrial Disputes Act hence petitioner is not entitled any relief. These issues are decided in the favour of the respondent.

#### **Issue No. 6**

16. On the basis of evidence led before this court. There does not appear to necessary and proper party to the present petition hence petition is not bad for non-joinder and mis-joinder of necessary party. Hence this issue is decided in the favour of the petitioner.

#### **Issue No. 7**

17. The matter referred before the appropriate Government was regarding the illegal termination of the petitioner hence this court has jurisdiction to decide the reference in this regard under the provisions of the Industrial Disputes Act. Hence issue no.7 is accordingly decided in the favour of the petitioner.

**Relief**

18. In view of my findings on the issues no. 1 to 5 above the claim petition filed on behalf of the petitioner is not maintainable and is accordingly dismissed. Parties are left to bear their costs.

19. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 20th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

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**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 76/2018

Date of Institution : 23.07.2018

Date of Decision : 20.01.2025

Shri Gopal Verma s/o Shri Prem Lal, r/o Village Gori, P.O. Rani Kotla, Tehsil Sadar,  
District Bilaspur, H.P. . . . *Petitioner.*

*Versus*

1. Shri Durga Singh Thakur, Secretary, Kohinoor Sarv Hitkari Parivahan Sabha Samiti,  
V.P.O. Rani Kotla, Tehsil Sadar, District Mandi, H.P.

2. The Kohinoor Sarv Hitkari Parivahan Sabha Samiti, VPO Rani Kotla, Tehsil Sadar,  
District Bilaspur, H.P. (through its President) . . . *Respondents.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. Virender Guleria, Ld. Adv.

For the Respondent(s) : Sh. Abhishek Lakhanpal, Ld. Adv.

**AWARD**

The following reference has been received by this court for adjudication from the appropriate Government/Deputy Labour Commissioner.

“Whether termination of the services of Shri Gopal Verma s/o Shri Prem Lal, r/o Village Gori, P.O. Rani Kotla, Tehsil Sadar, District Bilaspur, H.P. during March, 2017 by Shri Durga Singh Thakur, Secretary, Kohinoor Sarv Hitkari Parivahan Sabha Samiti, V.P.O. Rani Kotla, Tehsil Sadar, District Mandi, H.P., without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer/management?”

2. The brief facts as mentioned in amended claim petition are that applicant/petitioner was engaged as demand clerk *vide* resolution no. 2 by the respondents on 3.6.2010 and thereafter he worked continuously upto 3.10.2013. It is alleged that the respondents illegally terminated the services of the applicant/petitioner on 3.10.2013. Applicant the Labour-cum-Conciliation Officer Bilaspur and the matter was compromised before Conciliation Officer due to which the applicant was re-engaged on 10 March, 2014. It is further alleged that applicant was thereafter illegally terminated from his service by the respondent in March, 2017. The respondents have approached the Hon'ble High Court challenging the order of conciliation proceedings *vide* CWP No. 3564/2015 which was decided on 7.4.2017 and thereafter the matter was referred to the Industrial Tribunal. According to petitioner he was engaged as helper by the respondent and his services were illegally retrenched in March, 2017 without compliance of the provisions of the Industrial Disputes Act, 1947 and Rules made in this behalf. Applicant worked upto the satisfaction of his superiors and continued to work. He did not leave his work but his services were interrupted on account of lockdown or cessation of work without any fault on his part. The period of interrupted service is also liable to be calculated and counted towards the period of continuous service of the petitioner. The termination was carried out through the verbal order dated March, 2017 without following the procedure under law. It is further alleged that the workers junior to the petitioner were also allowed to continue the work thus respondent violated the mandatory provisions of 'last come first go' as many junior persons were retained by respondents. The petitioner alleged that his services were terminated without following the procedure of law and by way of victimization. It is also submitted that petitioner was getting salary of Rs.6,000/- per month which was likely to be enhanced in future. The wages *w.e.f.* March 2013 to 3.10.2013 and 10.3.2014 to March, 2017 were not paid to the applicant by the respondent and during this period he made request to ARO Society with regard to his wages *vide* letter No.1675 dated 25.1.2015 whereby the respondents were ordered to make payment to the applicant. Similarly the petitioner was not paid from March, 2013 to 3.10.2013 and after re-engagement from 10.3.2014 to March, 2017. In the light of these allegations petitioner has prayed oral order of termination of petitioner in March, 2017 may be set aside and respondent be directed to re-engage the services of the petitioner with back wages and all other consequential benefits.

3. Separate reply has been filed on behalf of respondents no.1 and 2 the respondents raised preliminary objections *qua* maintainability, suppression of material facts, cause of action, petition being bad for mis-joinder and non-joinder of necessary parties and lack of jurisdiction. On merit, it is asserted that the petitioner had concealed material facts from this court as he was never engaged by respondents as alleged in the petition. The respondent society for the purpose of generating revenue is totally dependent upon gate pass out of the freight of the truck which carried cement and clinker from cement factory Bagga to its destination. The dispute arose amongst the co-operative societies relating to allocation of transportation work which eventually reached the Hon'ble High Court. The Hon'ble High Court directed the Divisional Commissioner Mandi to convene a meeting of the representatives of society on 1.7.2010 wherein it was decided that transportation work for time being would be carried out through Bilaspur District Co-operative Federation. Consequently the work of society came to be shifted and allocated to the federation. The petitioner raised a false demand before Labour Inspector-cum-Conciliation Officer Bilaspur though he was never employed by the respondent society. It is further alleged that conciliation



officer without any authority of law during course of conciliation proceedings directed the petitioner to re-engage the petitioner which order was assailed before the Hon'ble High Court. The Hon'ble High Court had held that conciliation officer was not vested with judicial quashi judicial powers. *Vide* order dated 10.3.2014 whereby conciliation officer ordered re-engagement of petitioner were held not withstanding tests of judicial scrutiny and was accordingly set aside. Respondents denied that the services of petitioner were engaged in March, 2017 and according to them he never engaged by the respondents at any point of time. All the other allegations made in the claim petition are denied in parawise and it is prayed that the claim of the petitioner deserves to be dismissed.

4. Separate rejoinders to the reply filed on behalf of respondents the preliminary objections were denied and facts stated in the petition have been reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the termination of the services of the petitioner by the respondent during March, 2017 is/was illegal and unjustified, as alleged? . . . *OPP*.
2. If issue no.1 is proved in affirmative to what service benefits the petitioner is entitled to? . . . *OPP*.
3. Whether the claim petition is not maintainable, as alleged? . . . *OPR*.
4. Whether the petitioner has no cause of action to file the present case, as alleged? . . . *OPR*.
5. Whether the petitioner has not approached this Court with clean hands, as alleged? . . . *OPR*.
6. Whether the petition is bad for non-joinder and mis-joinder of parties, as alleged? . . . *OPR*.
7. Whether this Court has no jurisdiction to try the present case, as alleged? . . . *OPR*.

#### Relief

6. The petitioner in order to prove his case examined himself by way of affidavit Ext. PW1/A. He also produced on record copy of corrigendum Ext. PW1/B, copy of order dated 25.7.2015 of Assistant Registrar Ext. PW1/C, order of Co-operative Society Ext. PW1/D, copy of letter Mark-A, postal receipt Ext. PW1/E, copy of judgment Ext. PW1/F, copy of letter Ext. PW1/G and copy of re-employment letter Ext. PW1/H.

7. Respondent has examined Shri Durga Singh Thakur, Secretary Kohinoor Sarv Hitkari Parivahan Sabha Samiti by way of affidavit Ext. RW1/A. He reiterated the facts stated in the reply. He also produced on record copy of extract of proceedings register of the society Ext. D/A and copy of resolution dated 2.9.2012 Ext. DB.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

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Issue No. 1	:	No
Issue No. 2	:	No
Issue No. 3	:	Yes
Issue No. 4	:	Yes
Issue No. 5	:	Yes
Issue No. 6	:	unpressed
Issue No. 7	:	unpressed
Relief	:	Claim petition is dismissed per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issue No.1

10. The petitioner Gopal Verma has stated in his affidavit that he was engaged as demand clerk by the respondents w.e.f. 3.6.2010 and thereafter he continuously worked upto 3.10.2013. After 3.10.2013 his services were orally terminated and he approached the Labour-cum-Conciliation Officer Bilaspur. During conciliation proceedings the matter was compromised and as a result of which he was re-engaged on 10.3.2014. He has further stated that his services were illegally terminated in March, 2017. Letter Ext. PW1/G has been produced which shows that on 24.2.2013 payment has been made to workers by the respondents which included Gopal Verma (petitioner), Dinesh Kumar, Ranjeet Singh and Suresh Kumar. The order of Hon'ble High Court Ext. PW1/F which clearly shows that the proceedings conducted before Labour-cum-Conciliation Officer at the behest of the petitioner and the order passed by Labour-cum-Conciliation Officer directing re-engagement of petitioner was held to be beyond jurisdiction of Labour-cum-Conciliation Officer and was accordingly set aside. The letter Ext. PW1/H shows that pursuant to the order of Labour-cum-Conciliation Officer the services of the petitioner were re-engaged by the respondents. The documents which have been produced on record show that the disengagement of petitioner was allegedly carried out in the year 2013 which was challenged before the Labour-cum-Conciliation Officer and order of Labour-cum-Conciliation Officer had been set aside by Hon'ble High Court.

11. *Petitioner has however submitted that he was re-engaged and thereafter terminated in March, 2017. The present reference is based on demand notice whereby the petitioner had challenged his oral termination in the year March, 2017. Respondents on the other hand denied that petitioner was engaged by them at any point of time and they have also alleged that the applicant/petitioner is making false and fictitious claim of his re-engagement. In view of the clear denial by the respondents regarding employer employee relationship between the petitioner and the respondents in the year 2017 the onus was on the petitioner to prove by oral as well as documentary evidence that he was working continuously with the respondents for the year prior to March, 2017. In order to prove the employer and employee relationship the petitioner could have produced or asked the respondent financial record pertaining the employment of the petitioner and another documentary evidence relating to the control and employment of the petitioner during period the period of his work. It is settled legal principle that the burden of proof for establishing the employer and employee relationship is on the party seeking such relationship. (Kanchanjunga Building Employees Union vs Kanchanjunga Flat*

**Owners Society Anr. 2024 Livelaw(Delhi) 543 WP (Civil) 6193/2008 decided on 28.3.2014.**

12. Contrary to the above the petitioner has only made oral statement in this regard. Petitioner has not produced on record any payment by way of wages being made to him in the year 2017 or 12 months preceding March, 2017. He has also not produced any record with regard to his continuous employment for 12 months preceding the date of his alleged oral termination. It is important to mention here that according to petitioner he was getting a salary of Rs. 6,000/- per month the wages for the period from March, 2013 to 10.3.2013 were not paid and *w.e.f.* 10.3.2014 to March, 2017 were also not paid by the respondents. According to petitioner during this period he made request to (ARO Society) for his wages and ARO vide letter No.1675 dated 25.1.2015 had ordered the respondent to make the payment to the petitioner. Except this letter Ext. PW2/C which does not specify the wage period. Thus there is no oral as well as documentary evidence to show that petitioner was continuously working with the respondent for 12 months prior to March, 2017 or completed 240 days of mandatory period of service in order to fall within the ambit of Section 25-F of the Industrial Disputes Act.

13. The petitioner has alleged that after his termination persons junior to him continued to work with the respondents and many new persons were also appointed by respondents and that respondents have retained juniors in violation of the principle of 'last come first go'. In order to prove these allegations no evidence has been produced in the court. The petitioner has produced on record the documents which show that he had received payment of work done by him on 24.2.2013 and that he was re-engaged by the order of Labour-cum-Conciliation Officer. However there is no evidence to prove that prior to March, 2017 he had continuously worked with the respondents for a period of 240 days in a 12 calendar months. The above evidence was essential for granting relief under the Industrial Disputes Act. Accordingly issue no.1 is decided in the favour of the respondents.

## **Issue No. 2**

14. It has been proved on the evidence on record that the petitioner had not worked continuously for a period of 12 months with the respondent prior to the date of alleged termination by the respondent. The petitioner has not fulfilled the criteria under Section 25-B so as to enable him to get relief under Section 25-F of the Industrial Disputes Act. The petitioner has also not able to produce any evidence to show that any persons junior to him were retained in service by the respondent. In these circumstances the petitioner is not entitled for relief as prayed for in the reference and the claim petition.

## **Issues No. 3, 4 and 5**

15. The onus of proving these issues was on the respondent. The record shows that petitioner was initially employed in the year 2013 whereby his services were terminated and order of termination was challenged before the Labour-cum-Conciliation Officer. The Hon'ble High has set aside the order of Labour-cum-Conciliation Officer on the basis of jurisdiction. Thereafter the present reference has been received regarding the termination of the petitioner in the year 2017. The alleged illegal termination of the petitioner in the year 2017 was required to be proved by leading evidence however petitioner has failed to establish his entitlement under Section 25-F of the Industrial Disputes Act hence petitioner is not entitled any relief. These issues are decided in the favour of the respondent.

**Issue No. 6**

16. On the basis of evidence led before this court. There does not appear to be any other necessary and proper party to the present petition hence petition is not bad for non-joinder and mis-joinder of necessary party. Hence this issue is decided in the favour of the petitioner.

**Issue No. 7**

17. The matter referred before the appropriate Government was regarding the illegal termination of the petitioner hence this court has jurisdiction to decide the reference in this regard under the provisions of the Industrial Disputes Act. Hence issue no.7 is accordingly decided in the favour of the petitioner.

**Relief**

18. In view of my findings on the issues no. 1 to 5 above the claim petition filed on behalf of the petitioner is not maintainable and is accordingly dismissed. Parties are left to bear their costs.

19. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 20th day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

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**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 59/2021

Date of Institution : 12.03.2021

Date of Decision : 22.01.2025

Shri Pankaj Kumar s/o Sh. Dharam Singh, r/o. V.P.O. Gharswara, Tehsil Sarkaghat, District Mandi, H.P. . . . *Petitioner.*

*Versus*

- (i) M/s Saraswati Dot Com Private Limited through its HR, Block No. 24, 3rd Floor, STPI Building, SDA Complex, Kasumpti, Shimla-2.
- (ii) The Chief Medical Officer, Mandi, District Mandi, H.P.

(iii) The Director, Health, Safety and Regulation, Shimla, H.P.

(iv) The Assistant Commissioner, Food Safety, Mandi, H.P.

... Respondents.

### Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Deepak Azad, Ld. Adv.

For Respondents : Sh. Anil Guleria, Ld. A.D.A.

### AWARD

The following reference has been received by this court for adjudication from the appropriate Government/Deputy Labour Commissioner:

“Whether termination of the services of Shri Pankaj Kumar s/o Shri Dharam Singh, r/o V.P.O. Gharswara, Tehsil Sarkaghat, District Mandi, H.P. by (i) M/s Saraswati Dot Com Private Limited through its HR, Block No. 24, 3rd Floor, STPI Building, SDA Complex, Kasumpti, Shimla-2 (ii) the Chief Medical Officer, Mandi, District Mandi, H.P. (iii) the Director, Health, Safety and Regulation, Shimla, H.P. (iv) the Assistant Commissioner, Food Safety, Mandi, H.P. *w.e.f.* 30.09.2019, without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employers?”

2. The brief facts of the claim petition are that the petitioner was engaged as a Data Entry Operator vide letter dated 08.06.2013 in the office of respondent No. 2 through respondent No.1. He has discharged his duties to the satisfaction of his superiors with full dedication and completed 240 days of continuous interrupted service. It is alleged that on 05.10.2019 his services were terminated by the respondent from the office of respondent No.2 without giving any opportunity of being heard and without assigning any reason and after termination of the petitioner he was transferred from the office of C.M.O. Mandi, to the head office Shimla and directed to report in the head office of the respondent No.1. It is alleged that this act on the part of respondents was wrong and illegal and in violation of the provisions of the Industrial Disputes Act, 1947. It is further submitted that the petitioner has received transfer order through letter dated 09.10.2019 from the Chief Executive Officer-cum-Director Health Safety and Regulations Shimla, H.P. in which the petitioner was shifted from the office of Assistant Commissioner, Food and Safety, C.M.O Mandi, H.P. to Drug Inspector C.M.O. Office Mandi in place of one Sh. Lekh Raj and vice versa which is also violation of the rules and regulations of the I.D. Act, 1947. It is alleged that the respondent has opted the policy of pick and choose to harass the petitioner. It is further alleged that the petitioner has again received a letter dated 10.10.2019 from the office of the respondent No.1 in which his previous transfer order dated 09.10.2019 was cancelled and he was transferred to the office of Clinical Establishment office of C.M.O. Mandi in place of one Smt. Ganga Devi wherein she was ordered to join in the office of respondent No.3. It is illegal and against the CCS Rules. On 13.11.2019 the petitioner received a letter regarding termination of service which was wrong and illegal and on the false and baseless allegation. The respondent has neither initiated any inquiry against the petitioner nor any opportunity of being heard is given to the petitioner. Thus his termination was illegal and against the provisions of the Industrial Disputes Act, 1947. It is asserted that the petitioner has always been obedient hardworking employee. The respondent not only illegally terminated the services of the petitioner but also junior person to the petitioner namely Sh. Yateshwar was retained. Thus respondent has violated the principle of ‘First Come Last Go’. It

is also alleged that despite several requests of the petitioner to re-engage his services the respondents did not consider his request. Hence the petitioner has prayed that the respondents be directed to re-engage his service with grant of back wages and all other consequential benefits.

3. In reply on behalf of the respondent No.1 it is submitted that the petitioner was engaged as Data Entry Operator in the office of respondent No. 2 who is client of the respondent No.1 by virtue of contract signed with the respondent No. 4. Certain complaints were received from respondent No.4 with regard to unsatisfactory services and indisciplinary behaviour of the petitioner. The petitioner was telephonically advised to improve his work and conduct. Respondent No.1 did not find service and conduct of the petitioner satisfactory. Written complaint dated 23-08-2019 was also received against the petitioner from the office of respondent No.3 and was brought in the knowledge of petitioner. Another letter dated 12-09-2019 was received from the office of respondent No.4 by the respondent No.1 directing the respondent No.1 to replace the petitioner at the earliest as his work was found unsatisfactory. No similar post was available in District Mandi, hence the petitioner was transferred from the office of respondent No. 3 to Corporate office of respondent No.1 at Shimla. In reply of respondent No.1 a letter dated 05.10.2019 an email was received from the petitioner on 07.10.2019 stating his explanation and on 09.10.2019 the petitioner has submitted written request letter to retain him in the office of C.M.O. Mandi. He assured that in future he will not give any chance to hear any complaints and if any complaint would be received the employer is free to terminate his services. On 09.10.2019 directions were received from the office of respondent No.1 to revoke his transfer and swap him with Data Entry Operator deployed in the office of Drug Inspector, Mandi. The orders of respondent No. 4 were complied by the respondent No.1 vide transfer order dated 09.10.2019. Since it was plea of the petitioner to give him an opportunity to continue his job in other section of the Health Department at Mandi, consequently the petitioner was transferred to different section of the office of respondent No. 2. Transfer and posting orders were issued on the administrative ground and not with the view to harass the petitioner. There was no violation of CCS (CCA) rules as services of the petitioner were casual in nature. On 08.11.2019 a letter was received from the office of respondent No.4 by respondent No.1 regarding the repetition of problematic activities by the petitioner as well as persuasion of respondent No.2 to shift the petitioner to Food & Safety Section again citing to dubious behaviour and ulterior motives. Respondent No.1 has complied with the request vide order dated 13.11.2019. It is asserted that the petitioner was not on a direct government contract. He was engaged through outsource agency i.e. respondent No.1 for performing the assigned tasks efficiently and maintain proper discipline and conduct in which petitioner failed and gave chances to the respondents No. 3 & 4 to complain with respondent No.1 to terminate the services of the petitioner. The petitioner had been given multiple opportunities to work in the office of the respondent No.1 but the petitioner was posted as Data Entry Operator in the office of respondent No. 3. An FIR has been registered against the officials of the department of respondent No. 3 under Section 420,120(B) of IPC. Respondent No. 4 ordered the respondent No.1 to disengage the services of the petitioner. Respondent No.1 had complied with the request of the respondent No. 4 being merely service provider. In the light of these averments, it is prayed that the claim deserves to be dismissed.

4. In separate reply on behalf of the respondents No. 2 to 4 preliminary objections qua maintainability, cause of action, estoppels and suppression of material facts have been raised. On merits, it is asserted that respondent No. 4 has issued tender dated 29.04.2013. After following the due process, respondent No.1 who was service provider found suitable for outsourcing of IT man power for the office of Health Safety & Regulation Society. The applicant was appointed as Data Entry Operator vide letter dated 08.06.2013 in the office of Chief Medical Officer Mandi through M/s Saraswati Dot Com Private Limited. The petitioner joined duty on 10.06.2013 and was working in the Food Safety section from 10.06.2013 to 01.08.2017 and was further shifted to the Food Section. The petitioner had not working satisfactorily and written complaint was also made

against him by the respondent No. 3. Thus the petitioner was not discharged his duties to the satisfaction of the employer. At the time of his employment through respondent No.1 the petitioner submitted undertaking. Letter dated 05.10.2019 was issued by the respondent No.1 with respect to the petitioner transfer to Head Office at Shimla to work as Data Entry Operator at same pay package in compliance to letter dated 12.09.2019 issued from the office of the Director, Health Safety & Regulation, Shimla requesting suitable replacement of Data Entry Operator in the office of Chief Medical Officer, Mandi. The petitioner was engaged for the disposal of the respondent No.1 qua his engagement, deployment, transfer, and termination etc. The terms and conditions of services of the petitioner was governed by the agreement between the petitioner and respondent No.1. It is admitted that letter dated 09.10.2019 was issued by the respondent but the same cannot be considered as conduct or act to harass the petitioner by the respondent. The matter relating to the engagement, deployment, relieving or termination of petitioner depends upon the terms and conditions of the employment between the petitioner and the respondent No.1 who can be transfer anywhere in Himachal Pradesh. The petitioner being merely outsource employee as such CCS Rules are not applicable to him. It is asserted that the petitioner was transferred due to unsatisfactory work and conduct. *Vide* letter dated 08.11.2019 the respondent No. 1 was informed about unsatisfactory conduct and problematic activity of petitioner. The respondent denied that the petitioner was terminated in order to deprive his seniority. Other averments made in the petition denied. It is prayed that the petition deserves to be dismissed

5. The petitioner by way of separate rejoinders has denied preliminary objections raised in the replies and reasserted facts and averments made in the petition.

6. On the basis of the pleadings of the parties, the following issues were framed on 18.04.2023 for adjudication and determination:—

1. Whether the termination of the services of the petitioner w.e.f. 30.09.2019 by the respondents was without complying with the provisions of the I.D.Act, 1947, as claimed? . . . *OPP.*
2. If issue No.1 is proved in affirmative, to what relief the petitioner is entitled to and against whom? . . . *OPP.*
3. Whether the claim petition is not maintainable, as alleged? . . . *OPR.*

#### Relief

7. The petitioner in order to prove his case produced his affidavit Ext. PW1/A wherein he re-iterated the facts stated in the claim petition.

8. No evidence led on behalf of the respondent No.1 despite adequate opportunity. Respondents No. 2 to 4 have examined RW1 Sh. Narender Kumar, Chief Medical Officer Mandi. In his affidavit he has reiterated the facts mentioned in the reply and also tendered in evidence copy of letter dated 08.06.2013 Ext. RW1/A, copy of joining letter dated 15.06.2013 Ext. RW1/B, copy of office order dated 01.08.2017 Ext. RW1/C, copy of joining report dated 24.05.2018 Ext. RW1/D, complaint dated 14.07.2017 Ext. RW1/E, copy of letter dated 21.05.2018 Ext. RW1/F, copy of complaint dated 20.06.2017 Ext. RW1/G, copy of letter dated 30.08.2019 Ext. RW1/H, copy of news cutting dated 21.05.2018 Ext. RW1/J, copy of affidavit of undertaking Ext. RW1/K, copy of letter dated 09.10.2019 Ext. RW1/L and copy of letter dated 23.08.2019 Ext. RW1/M.

9. I have heard the learned Counsel for the petitioner as well as learned A.D.A. for the respondents at length and records perused.

10. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : Partly yes

Issue No. 2 : Decided accordingly

Issue No. 3 : No

Relief : Claim petition is partly allowed against the respondent No.1 per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issue No.1

11. It is case of the petitioner as stated on oath that he was engaged as Data Entry Operator in the office of respondent No. 2 through respondent No.1. Petitioner alleges that on 05.10.2019 his services were terminated by the respondent from the office of the respondent No.2 without giving him opportunity of being heard. Respondent No.1 M/S Saraswati Dot Com Private Limited has been proceeded exparte in this case as they failed to appear despite due notice.

12. Respondents No. 2, 3 & 4 have, however, mentioned in the reply that the petitioner was appointed as Data Entry Operator vide letter dated 08.06.2013 in the office of the C.M.O. Mandi through M/s Saraswati Dot Com Pvt. Ltd. The petitioner joined his duty on 10.06.2013 and worked with Food Safety Section from 10.06.2013 to 01.08.2017 and clinical establishment section from 01.08.2017 to 19.05.2018 and further re-shifted to the Food Section on 19.05.2018. The Assistant Commissioner Food Safety made a written complaint against petitioner that he was not working satisfactory and it was very difficult to work with him. The terms of employment of petitioner with the respondent No.1 are produced on record RW1/A. joining intimation of Data Entry Operators posted at C.M.O. Office Mandi is Ext. RW1/B and duty arrangement is Ext. RW1/C.

13. The complaint was made by the Designated Officer (Food & Safety) Mandi dated 14.07.2017 is Ext. RW1/E, Ext. RW1/F and Ext. RW1/H.

14. It is not the case of the petitioner that he was employed directly by the respondent No.2, 3 & 4. It is not pleaded that the documents of employment from respondent No.1 are merely camouflage and that the actual control rested with the respondents No. 2, 3 & 4. No evidence is produced by the petitioner to show that he was actually working under the direct control or supervision of the respondents No. 2, 3 & 4 and was being paid salary by them. The respondents No. 2, 3 & 4 have alleged that the petitioner was employed by Ext. RW1/A by the respondent No.1 to work for the respondents No. 2, 3 & 4. It is stated on oath that the work of petitioner was found to be unsatisfactory and he was found having committed various act of indiscipline and they had to lodge s complaint against him. The complaint mentioned above led the respondent No.1 to issue notice of termination dated 13.11.2019. Letter of appointment Ext. RW1/A *vide* condition No.8 described that company had right to transfer the petitioner to its different offices or offices of this client. Thus the transfer of petitioner from office of the respondent No. 2 to respondent No.1 cannot be termed as act of victimisation.

15. Termination of petitioner was carried out by the order of the respondent No.1 on the complaint made by the respondent No. 2 & 3.



16. Section 2(oo) of the Industrial Disputes Act, 1947 clearly described the retrenchment as follow:

“2 [(oo) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—(a) voluntary retirement of the workman; or (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or”

17. The plea of petitioner is that he was not given an opportunity of being heard before dispensing with his service. The documents pertaining the employment of petitioner and his termination shows that he was an employee of respondent No.1. Respondent No. 1 had entered into a contract for supply of employees on out source basis with the respondent No. 4. No employee employer relationship established between the petitioner and respondents No. 2 to 4. The transfer of the petitioner vide Ext. RW1/L was also done by the order of the respondent No.1 i.e. M/s Saraswati Dot Com Private Ltd. The termination of the petitioner as per case of the respondents was carried out due to his alleged act of indiscipline and his work being not satisfactory. The complaint was made in this regard by the Assistant Commissioner Food and Safety. There is no record produced by the respondent No.1 or respondents No. 2 and 4 which would show that any show cause notice was issued to the petitioner consequent to the complaint made against him. No charge sheet was given to the petitioner and he was not afforded any opportunity to explain his case. No charges were framed neither any witnesses were examined to prove allegations made in the complaint. It cannot be denied that the petitioner was condemned unheard an allegation made in the complaint were not proved by way of evidence nor petitioner was not given an opportunity to lead evidence or to defend allegations. The termination of the petitioner was on the basis of order passed by the respondent No.1 but respondent No.1 being an employer of petitioner had not conducted any inquiry with regard to the allegation against petitioner.

18. The Hon’ble High Court of Jammu & Kashmir has laid down in Ferog Ahmed Sheikh Vs. Union Territory of J & K, 2023 SCC Online J&K 1095 on 16.12.2023. “Hence it is a settled law that even a contractual appointment cannot be terminated without affording an opportunity of hearing, if founded on allegations and/ or misconduct which casts a stigma on such employee”

19. The evidence on record shows that the petitioner was employed by the respondents No. 2 to 4 from out source through respondent No.1. Thus the petitioner had an employee employer relationship with respondent No.1 and his services have been dispensed with on the allegation of unsatisfactory work without an inquiry in this regard. Thus termination of the services of the petitioner w.e.f. 30.09.2019 by the respondent No.1 was without compliance with the provisions of the Industrial Disputes Act, 1947. Hence, issue No.1 is decided in favour of the petitioner.

## Issue No. 2

20. While deciding issue No.1 above it is clearly mentioned that the services of the petitioner was terminated by the order of the respondent No.1 on the basis of allegations made by the respondent No. 2 to 4. The method of termination was without inquiry and not in accordance with due process of law. In these circumstances, the termination dated 30.09.2019 is set aside and petitioner is entitled to be retained in service with respondent No.1 on similar post. The petitioner is also entitled for compensation of Rs. 1,00,000/- (Rs. One lac only) by way of back wages from the respondent No.1, hence issue No. 2 is decided in favour of the petitioner.

**Issue No. 3**

21. The maintainability of the claim was challenged on the ground that petitioner was not employee of the respondents No. 2 to 4. Respondent No.1 has failed to lead any evidence in the Court in order to prove the averments made in their reply. It is admitted fact that the petitioner was employed through respondent No.1 and was out source employee. His services were terminated in violation of the provisions of the Industrial Disputes Act, 1947 by the respondent No. 1 as well as petitioner is entitled to the claim preferred by him claim is maintainable. Thus issue No. 3 is decided in favour of the petitioner.

**Relief**

22. In view of my findings on the issues no. 1 to 3 above the reference is decided in favour of the petitioner. The respondent No.1 is directed to re-instate the services of the petitioner with seniority and continuity of service and all consequential benefits applicable from the date of his retrenchment. The petitioner is also entitled for compensation of Rs.1,00,000/- (Rs. One Lac only) in lieu of back wages from the respondent No.1. Parties are left to bear their costs.

23. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 22nd day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

**IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 55/2023

Date of Institution : 14.7.2023

Date of Decision : 23.01.2025

Shri Rajesh Kumar s/o Shri Kali Dass, r/o Village Majhwar, P.O. Jalpehar, Tehsil Joginder Nagar, District Mandi, H.P. . . . *Petitioner.*

*Versus*

1. The Director Health Services, Government of Himachal Pradesh, SDA Complex, Kasumpti, Shimla-9.

2. The Chief Medical Officer, Zonal Hospital Mandi, District H.P.

3. The Chairman-cum-Sub Divisional Magistrate (Civil), Rogi Kalyan Samiti, Joginder Nagar, District Mandi, H.P.

4. The Senior Medical Officer-cum-Secretary, Rogi Kalyan Samiti, Government of Civil Hospital, Joginder Nagar, District Mandi, H.P. . . Respondents.

### Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. AR

Sh. Vijay Kaundal, Ld. Adv.

For Respondent : Sh. Anil Sharma, Ld. DDA

### AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:

“Whether the demand raised by Shri Rajesh Kumar s/o Shri Kali Dass, r/o Village Majhwar, P.O. Jalpehar, Tehsil Joginder Nagar, District Mandi, H.P. before (1) the Director Health Services, Government of Himachal Pradesh, SDA Complex Kasumpti, Shimla-9 (2) the Chief Medical Officer, Zonal Hospital Mandi, District Mandi, H.P. (3) The Chairman-cum-Sub Divisional Magistrate (Civil), Rogi Kalyan Samiti, Government Civil Hospital, Joginder Nagar, District Mandi, H.P. (4) the Senior Medical Officer-cum-Secretary, Rogi Kalyan Samiti, Government Civil Hospital, Joginder Nagar, District Mandi, H.P. regarding regularization of services *w.e.f.* 01-01-2003 after completion of continuous services of 10 years as per the policy of Government of H.P., as alleged by workman, is legal and justified? If yes, from which date what relief of regularization of services, seniority and past service benefits above aggrieved workman is entitled as per demand notice dated 24-06-2019 (copy enclosed) from the above employers?”

2. The brief facts as stated in the claim petition are that the petitioner was initially engaged by the management of medical welfare society, Joginder Nagar a NGO in July, 1992 as ward boy/caretaker. The said NGO managed the private ward of Civil Hospital Joginder Nagar and petitioner served the private ward upto December 2001. He was paid Rs. 2000/- per month *w.e.f.* 1992 to 31.5.2001 by medical welfare society Joginder Nagar. During these period the petitioner worked from 5 PM to 9 AM *i.e.* almost 16 hours per day in the night shift as ward boy. Subsequently the private ward was taken over by the authority/management of Civil Hospital Joginder Nagar alongwith the services of the petitioner in the month of June, 2001. The services of petitioner were disengaged on 31.8.2003 without complying with the necessary provisions of the Industrial Disputes Act, 1947. The petitioner raised the dispute and conciliation thereof failed but reference was sent by appropriate Government to the Labour Court. The Labour Court vide Award dated 12.10.2011 passed the directions to the respondent to reinstate the services of the petitioner under Rogi Kalyan Samiti along-with 25% back wages. Petitioner submitted the copy of award to respondent no.4 along-with joining report dated 1.11.2011. His services however re-engaged by the department on 23<sup>rd</sup> April 2012. He was paid 25% of the back wages. Now the petitioner is working as Class-IV employee in Civil Hospital Joginder Nagar however from 23.4.2012 to 29.10.2019, he was paid only Rs.2000/- per month. Despite the fact that the Labour Court in its Award dated 12.10.2011 had observed that petitioner has also placed on record the extract of attendance register which are from January, 2002 till December, 2003 his presence was marked with other staff of the hospital. It was also observed that petitioner being paid honorarium of Rs.2000/- only though

petitioner was in nomenclature of daily wagger workers. According to petitioner he is entitled for daily wage *w.e.f.* 23.4.2012 to 29.10.2019 as the payment was being made in violation of minimum wages fixed by the State Government. Vide letter dated 29.10.2019 petitioner had requested the respondent to pay him minimum wages enhanced by State Government from time to time. Respondent no.4 wrote a letter on 30.10.2012 to respondent no.2 for enhancement of the wages of the petitioner. Respondent no.4 also wrote a letter dated 6.5.2014 to Director Health Services mentioning the request of the petitioner to pay minimum wages, despite recommendations of respondent no.4 department has paid only Rs.2000/- per month from 23.4.2012 to 29.10.2019. The petitioner however had worked under the direct control of Senior Medical Officer Civil Hospital Joginder in Health and Family Welfare Department of Himachal Pradesh. Thus he was entitled for minimum wages. The petitioner has prayed that he is entitled for pay revision *w.e.f.* 1.1.2006 and 1.1.2016 along-with all consequential benefits *w.e.f.* 1.1.2003 onwards. He became entitled for eligible for regularization as class-IV employee as per policy of State Government *w.e.f.* 1.7.2002 or 1.1.2003 in the regular pay scale of Rs.2520-4140 initial start of Rs.2620/- per month plus all usual allowances sanctioned by State Government from time to time. He had completed 10 years of continuous services with 240 days of work in each calendar year from July, 1992 to 30.6.2003. According to petitioner he has been performing duty similar to other class-IV employees who were daily waged as well as regular employees of the Civil Hospital Joginder Nagar. The act of the respondent not to regularize his services *w.e.f.* 1.1.2003 after completion of 10 years of services was against the principle of natural justice and in violation of Articles 14 and 16 of Constitution of India. The petitioner has prayed that he is not only entitled for regularization but entitled for equal pay for equal work under Article 39 (d) of the Constitution of India for the period from 23.4.2012 to 29.10.2019 and petitioner has also mentioned that persons namely Shri Devi Ram, Badri Dutt, Mast Ram, Tulsi Devi, Suresh Chand, Sher Singh, KULdeep Chand, Tej Singh, Inder Sing, Sobha, Daulat Ram and Rajesh Kumar were engaged in the year 1999 by the department and they worked along-with petitioner performing similar nature of duties. All the above workmen have now been regularized but petitioner is still working on daily wage basis. Copy of appointment letter of above mentioned workmen have been produced on behalf of the petitioner. In the light of above the petitioner has prayed that direction may be made to respondents to regularize the services of the petitioner after completion of 10 years of continuous service *w.e.f.* 1.1.2003 in regular pay scale applicable at the relevant time with all consequential benefits incidental thereto such as pay fixation pay protection as on 1.1.2006 and 1.1.2016 and payment of difference of arrears and seniority. Petitioner has also prayed that the respondents be directed to pay difference of arrears to the petitioner for the period from 23.4.2012 to 29.10.2019 on the principle of equal pay for equal work as per minimum wage enhanced by State Government from time to time.

3. Respondents no. 1 to 4 in their reply raised preliminary objections qua maintainability, limitation, delay and laches, suppression of material facts and estoppel etc. On merits, it is asserted that the services of the petitioner have been initial engaged by Health Welfare Society in July, 1992 which was managed the private ward of Civil Hospital Joginder Nagar. The petitioner served the private ward upto December, 2001 as social worker. He was engaged as social worker for fixed honorarium for Rs. 2000/- per month. In the year 1991-1992 health welfare society constructed private ward to provide a special ward facilities to the patients by paying rent. That ward was looked after and maintained by Health Welfare Society from 1992 to 2002. The petitioner was paid salary by Health Welfare Society from income earned from rent which was earned from the patients. In the year 2001 government made a policy/scheme for the welfare of patients and provision was made to constitute Rogi Kalyan Samiti at Sub Divisional level. The Rogi Kalyan Samiti Joginder Nagar was established in the year 2001. In the year 2002 the Health Welfare Society handed over ward along-with social worker to hospital authorities Joginder Nagar. The petitioner was not taken as an employee of Rogi Kalyan Samiti but as a social worker who worked in the special ward. It is admitted that petitioner was re-engaged by hospital authorities under the Rogi Kalyan Samiti in the same capacity and 25% of back wages honorarium also paid on the

orders of Industrial Labour Court Dharamshala. It is however the case of the respondents that petitioner was merely a social worker under Rogi Kalyan Samiti. The minimum wages were being paid to petitioner from 27.9.2019 on the directions of the Labour Officer. In the light of these averments it is submitted on behalf of the respondents that since the petitioner was merely a social worker engaged by hospital authorities under the RKS Joginder Nagar on honorarium of Rs. 2000/- per month the relief prayed for by the petitioner may not be allowed by this court.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the demands raised by the petitioner from the respondents regarding regularization of services *w.e.f.* 01.01.2003 after completion of 10 years continuous service as per policy of the HP Government is/was legal and justified, as alleged (this issue re-framed in accordance with the reference) . . . *OPP.*
2. If issue No.1 is proved in affirmative, to what service benefits the petitioner is entitled to? . . . *OPP.*
3. Whether the claim petition is not maintainable, as alleged? . . . *OPR.*
4. Whether the petition is barred by period of limitation, as alleged? . . . *OPR.*
5. Whether the petitioner has not come to the court with clean hands and suppressed the material facts from the court, as alleged? . . . *OPR.*

#### Relief

6. Petitioner in order to prove his case has produced on record his affidavit Ext.PW1/A wherein he reiterated the fact stated in the petition. He also produced copy of award Ext. PW1/B, joining report Ext. PW1/C, letter dated 9.10.2012 Ext.PW1/D, letter dated 30.10.2012 Ext. PW1/E, letter dated 6.5.2014 Ext. PW1/F, appointment orders of various workers Ext. PW1/G1 to G12, memorandum dated 25.10.2008 Ext. PW1/H and demand notice dated 24.6.2019 Ext.PW1/J.

7. Respondents have examined Shri Roshan Lal Kaundal, presently posted as Senior Medical Officer, Civil Hospital Joginder Nagar by way of affidavit Ext. RW1/A. He has also produced on record copy of appointment letter Ext. RW1/B.

8. I have heard the learned AR/Counsel for the petitioner as well as learned Deputy District Attorney for the respondents at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

- |             |   |                     |
|-------------|---|---------------------|
| Issue No.1  | : | Partly yes          |
| Issue No. 2 | : | Decided accordingly |
| Issue No. 3 | : | No                  |

Issue No. 4 : No

Issue No. 5 : No

Relief. : Claim petition is partly allowed per operative portion of the Award.

### REASONS FOR FINDINGS

#### Issues No.1 and 2

10. Both the issues shall be taken up together for the purpose of adjudication.

11. The petitioner has alleged that he was appointed by Medical Health Society in July, 1992 as a ward boy/caretaker. It was a NGO which used to manage private ward. He worked for 16 hours a day. Civil Hospital Joginder Nagar took over the ward in June, 2001 and his services were continued. On 31.8.2003 his services were terminated and vide order dated 22.10.2011 passed by the Labour Court he was reinstated. Respondents made him join his duty only on 23.4.2012. Since then he has rendering his services continuously in Civil Hospital as class-IV employee. He also asserts that since 1992 he is working under the supervision and on the directions of the Senior Medical Officer. His work is also inspected by SMO. He denied in his cross-examination that he merely worked as social worker upto 2011. He denied that Rogi Kalyan Samiti paid him honorarium but asserts that he got the said payment as daily wage. He admits that in the year 2001 Sub Divisional level Rogi Kalyan Samiti was constituted but denies that Rogi Kalyan Samiti took his services as social worker only. The petitioner has denied that Rogi Kalyan Samiti is not empowered to appoint or engage any person as its employee and also denied that Rogi Kalyan Samiti and hospital are two different independent bodies. He denied that there can be no regularization under RKS and there are no rules and bye-laws to this effect. The petitioner also denies that there was no sanctioned post in the Rogi Kalyan Samiti and he was not appointed by following due process and selection procedure. The petitioner expressed his ignorance to the suggestion that RKS has different governing and executive body.

12. RW1 Shri Roshan Lal Kaundal, Senior Medical Officer, Civil Hospital Joginder Nagar has admitted that petitioner was employed by Health Welfare Society in the year, 1991 to look after the private ward. He admits that health welfare society private ward was taken over by department along-with the services of the petitioner. He expressed his ignorance to the suggestion that since 1992 to 2001 duty of petitioner was fixed by SMO. He however admits that the petitioner had performed, his duties in Joginder Nagar Hospital. It is admitted that petitioner was terminated and then re-employed on the directions of Labour Court vide order dated 12.10.2011. RW1 Shri Roshan Lal Kaundal admits that from day of reinstatement i.e. 23.4.2012 till the present day petitioner is continuously working with the respondents. He also admits that on the directions of the Labour Officer in letter dated 27.9.2019 minimum wages are now being paid to the petitioner.

13. With regard to the contention of the petitioner that he had worked regularly with the respondents from 1992. It is argued by the learned Dy. District Attorney for the respondents that right from the year, 1992 till 2004 the petitioner had worked in private ward and he was appointed by medical welfare society and thereafter he had worked with RKS and hence he was now an employee of Hospital authorities. Perusal of the case file however shows that the petitioner had worked in Joginder Nagar Hospital continuously since the year, 1992 till his services were terminated in the year, 2003. His reinstatement took place by the orders of the court in the year 2012. It is not expressly denied that during this period the work of petitioner was controlled and supervised by Senior Medical Officer of the hospital who is also the Secretary of Rogi Kalyan

Samiti. The contention of the respondents is that Rogi Kalyan Samiti and the hospital are two different entities and Rogi Kalyan Samiti has very limited funds. This contention of the respondents is without any substance as no documents have been produced before the court in this regard. On the other hand, the documents Ext. PW1/E and PW1/F show that the sanction of funds to pay daily wages to the petitioner was through the office of Director Health. It is not disputed that Rogi Kalyan Samiti Joginder Nagar hospital did not fall within the definition of industry within the meaning provided under the Industrial Disputes Act. The fact that the petitioner had continuously worked under control and supervision of hospital authorities, the hospital authorities were making payment of his wages and also that the Rogi Kalyan Samiti, hospital authorities of Joginder Nagar are under the same department of health clearly show that the petitioner was continuously working under the respondents. The manner in which the petitioner has discharged his duties were determined by SMO/CMO. Thus the petitioner was employee of the respondents from very initial date of his engagement in the year 1992. Fifth Schedule of Industrial Disputes Act lays down that employing the workman as “badlis”, casuals or temporaries and continuing them as such for years, with the object of depriving them of the status and privileges of permanent workmen amounts to unfair labour practices within the meaning of Section 2(ra) of the Industrial Disputes Act. The employment of petitioner was continuous except from the date from alleged illegal termination in 2003 till re-employment in April, 2012. The contention of the petitioner that he worked continuously and did the work equivalent to other class-IV employees of respondent is not disputed. The Hon’ble Supreme Court in **Mool Raj Upadhyaya vs. State of H.P. and Ors. 1994 SCC (L&S) 990** has laid down the directions with respect to parity in employment equal pay for equal work of daily wagers with reference to HP Public Works Department following directions were issued in respect of the scheme for betterment (appointment) regularization of muster roll daily wagers in H.P. Para no.4 as follows:—

“B. Administrative Law-Schemes-Court’s power to modify.

In respect of the daily-wagers/muster roll workers (whether skilled or unskilled), the Supreme Court submitted four paras in the scheme to the following effect.

- (1) That those completing 10 years’ continuous service with at least 240 days in a calendar year should be appointed as work-charged employees with pay scale applicable to the lowest grade.
- (2) & (3) That those with lesser length of service should be given the same relief *w.e.f.* the date they complete the requisite length of service. Till then, they should be paid daily wages prescribed by the State Government for daily-wage employees falling in Class-III and Class-IV.
- (4) Regularization should be effected in a phased manner on the basis of seniority-cum-suitability including physical fitness. On regularization, they should be entitled to time-scale and other benefits available to regular employees of the corresponding lowest grade”.

Hon’ble Supreme Court in **State of H.P. & ors. vs. Gehar Singh, 2007 AIR SCW 1798** has held as follows:

“The Scheme as referred to in the case of Mool Raj Upadhyaya envisages two stages in regularising the services of the Daily Wage/Muster Roll workers. In the first stage, after completion of 10 years or more continuous service with a minimum of 240 days in a calendar year on 31st December, 1993, Daily Wage/Muster Roll workers were to be appointed as work-charged employees with effect from 1st January, 1994. Thereafter, they

were to be regularised in the second stage in a phased manner on the basis of seniority cum suitability including physically fitness”.

14. Similarly the Hon’ble High Court of H.P. in **Gauri Dutt & Ors. vs. State of H.P.** **Latest HLJ 2008 (HP) 366** has held in para no.17 as follows:

“17. The State of H.P. has also raised a plea that the scheme in Mool Raj Upadhyaya’s case is only applicable to the employees of the IPH and PWD departments of the State of H.P. and is not applicable to other employees. We have already quoted para 6 of the affidavit of Mrs. Subramanyam which clearly shows that the scheme, as presented by the State of H.P. to the Apex Court, was to be applicable to all the daily rated employees in all the departments in H.P. In view of the affidavit of Mr. Subramanayam, the State cannot now urge that this scheme is not applicable to other departments. In answer to the third question, it is held that the scheme is applicable to all daily waged employees working in any department of State of H.P.”

15. Considering the fact that the petitioner was employed under the respondents from the year 1992. The petitioner has completed 10 years of continuous service in the year 2003 and was entitled for regularization as per government policy from the date his juniors were regularized by the respondents. With regard to the plea of minimum wages raised by the petitioner, the petitioner had not raised the plea with regard to non payment of minimum wages in his previous litigation before Labour Court however vide order dated 27.9.2019 passed by the Labour Officer the minimum wages are now being paid to the petitioner. It is however clear that since his re-engagement he was entitled for minimum wages *i.e.* from 12.10.2011. The petitioner was engaged on work pursuant to the order of Labour Court on 23.4.2012 however on 27.9.2019 the petitioner was working along-with other daily wagers and performing similar nature of duty however receiving only Rs. 2000/- per month by way of daily wages. In accordance with the directions of the Hon’ble Supreme Court in **Mool Raj Upadhyaya’s case (supra)** the petitioner was indeed entitled for equal pay for equal work during this period the petitioner having received only Rs.2000/- per month is entitled for the difference of wages received by him and daily wager fixed by the government of H.P. in his category for the above mentioned period.

16. The petitioner has produced on record the appointment orders pertaining the persons who were employed by the respondent subsequent to the petitioner. Since the petitioner had completed 10 years of service in the year 2003 he is entitled for the regularization of his services from 1.1.2003 in regular pay scale applicable at that relevant time and all the consequential benefits along-with pay protection as on 1.1.2006 and 1.1.2016 along-with seniority. Both these issues are partly decided in the favour of the petitioner.

### **Issues No. 3, 4 & 5**

17. The onus of proving these issues was on the respondents. The respondents have contended that the petitioner was not appointed by the respondents but by NGO and thereafter he has worked with the Rogi Kalyan Samiti which is different entity with the hospital authority. It has however been proved that the petitioner from the very initial date of his employment worked under the direction and control of the respondents and was being paid honorarium and subsequently the daily wages by the respondents. The petitioner having rendered more than 10 years of service was not regularized in equality with the other persons employed by the department and junior to the petitioner. In these circumstances the claim petition is maintainable and the petitioner does not appear to have suppressed any material facts from this court. The petitioner has raised the demand notice while he was still in service with the respondents. He has made various representations regarding his service benefits in the year 2012 and 2014 *i.e.* immediately after he was reinstated by



the order of the Labour Court. In these circumstances it cannot be held that the demands raised by the petitioner were barred due to limitation. These issues no. 3 to 5 are decided in the favour of the petitioner and against the respondents.

### **Relief**

18. In view of my discussion on the issues no. 1 to 5 above, the claim petition succeeds and is partly allowed. Since the petitioner had completed 10 years of services in the year 2003 he is entitled for the regularization of his services from 1.1.2003 in regular pay scale applicable at that relevant time and all the consequential benefits along-with pay protection as on 1.1.2006 and 1.1.2016 along-with seniority. Parties are left to bear their costs.

19. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 23rd day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

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### **IN THE COURT OF SH. PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (H.P.)**

Reference No. : 150/2017

Date of Institution : 06.7.2017

Date of Decision : 23.01.2025

Shri Madan Lal s/o Shri Jaisi Ram, r/o Village Dundhi, P.O. Chhatrari, Tehsil & District  
Chamba, H.P. . . *Petitioner.*

*Versus*

1. The Employer, Chirchind Hydro Power Limited, Village Loona, P.O. Durgethi, Tehsil  
& District Chamba, H.P.

2. The Project Manager, Govind Raj Projects Private Limited, Near Fishery Farm  
Sultanpur, Tehsil & District Chamba, H.P. . . *Respondents.*

**Reference under Section 10 (1) of the Industrial Disputes Act, 1947**

For the Petitioner : Sh. K.L. Thakur, Ld. Adv.

For Respondent(s) : Ms. Bhawna Jyoti Malhotra, Ld. Adv.

**AWARD**

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner:

“Whether demands raised *vide* demand notice dated 08-04-2016 (copy enclosed) by Shri Madan Lal s/o Shri Jaisi Ram, r/o Village Dundhi, P.O. Chhatrari, Tehsil & District Chamba, H.P. to be fulfilled by (i) the Employer, Chirchind Hydro Power Limited, Village Loona, P.O. Durgethi, Tehsil & District Chamba, H.P. (ii) the Project Manager, Govind Raj Projects Private Limited, Near Fishery Farm Sultanpur, Tehsil & District Chamba, H.P. (contractor) are legal and justified and maintainable? If yes, what relief and benefits the above worker is entitled to by the above employers?”

2. The brief facts as stated in the claim petition are that the petitioner was engaged as shift operator with the Project Manager Govind Raj Projects Private Ltd. near Fisheries Farm Sultanpur, Tehsil and District Chamba, H.P. who has worked under the control of principal employer, Managing Director, M/s Chirchind Hydel Project Loona, Tehsil Bharmour, District Chamba, H.P. since the year 2009 and continued to work with respondent upto March, 2016. The applicant worked in transmission line 33 kv work from Lahal to Pilli station from the month of December, 2013 to April, 2014 having a stretch of 15 K.M. In accordance with the contract and the private contractor as well as employer had agreed to pay wages @Rs.7000/- per month double basic pay as per contract per contract holidays payments five year gratuity and arrear from the year 2009 to year 2015, festival bonus equal to one month pay TA&DA etc. and sum of Rs. 441/- was used to recover as his EPF which amount was gradually increased to Rs.800/- per month. None of the above payment including the wages from 2014 and November, 2015 to March, 2016 were paid to the petitioner. The applicant has also submitted that he is entitled to gratuity under Payment of Gratuity Act, 1972 whereas the controlling authority has calculated the gratuity sum of Rs.28269/- along-with 9% interest *w.e.f.* April, 2009 upto 2015. No payment of gratuity has been made till date. It is also alleged that the services of the applicant were disengaged in the year March, 2016 without serving any notice. He made representation to the Labour Officer Chamba through demand notice dated 8.4.2016 against the illegal termination in the year 2016 without giving any opportunity of being heard in violation of Sections 25-F, 25-FF, 25-FFF of the Industrial Disputes Act, 1947. The petitioner has prayed for recovery of full back wages, gratuity and arrear from the year 2009 to 2015, festival bonus equal to one month pay to pay TA&DA, 25% tribal allowances according to the applicant EPF and compensation to the tune of 5 lakh.

3. In reply to the claim petition respondents raised preliminary objections qua maintainability, locus standi, non joinder and mis joinder of necessary party. On merits, it is asserted that the applicant was not an employee of Chirchind Hydro Project Ltd. but was an employee of Govind Raj Projects Private Limited. Other averments which have made in the claim petition are denied parawise. It is asserted that applicant was not disengaged but he resigned from the post *vide* resignation letter dated 31.10.2015. It is prayed that the petitioner is not entitled for the claim made in the demand notice and the petition deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the demands raised by the petitioner *vide* demand notice dated 08-04-2016 to be fulfilled by the respondents are/were legal, justified and maintainable, as alleged? . . *OPP.*
2. If issue No.1 is proved in affirmative, to what service benefits the petitioner is entitled to? . . *OPP.*
3. Whether the claim petition is not maintainable, as alleged? . . *OPR.*
4. Whether the petitioner has no locus standi to file the present case, as alleged? . . *OPR.*
5. Whether the claim petition is bad for non-joinder and mis-joinder of parties, as alleged? . . *OPR.*
6. Whether the petitioner has not approached the Court with clean hands and has suppressed the material facts, as alleged? . . *OPR.*

#### Relief

6. Petitioner in order to prove his case has produced on record his affidavit Ext.PW1/A wherein he reiterated the fact stated in the petition. He also produced on record copy of demand notice dated 8.4.2016 Ext. PW1/B, copy of order dated 14.8.2017 Ext. PW1/C, salary slips Ext. PW1/D1 and Ext. PW1/D2, daily roaster Ext. PW1/E1 to Ext. PW1/E15, pay roll sheet Ext. PW1/F, memorandum of settlement Ext. PW1/G. He also tendered in evidence copy of I.D. Card Ext. PX and copy of certificate Mark PX.

7. Respondents have examined Shri Ambrish Singh, Executive Director, Govind Raj Projects Pvt. Ltd. by way of affidavit Ext. RW1/A. He has also produced on record copy of reply to demand notice Ext. RW1/B, copy of conciliation meeting Ext. RW1/C and copy of resignation Ext. RW1/D.

8. I have heard the learned Counsel for both the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : Partly yes

Issue No. 2 : Decided accordingly

Issue No. 3 : No

Issue No. 4 : No

Issue No. 5 : No

Relief : Claim petition is partly allowed per operative portion of the Award.

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**REASONS FOR FINDINGS**

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**Issue No.1**

10. The petitioner has stated in his affidavit that he had worked as a helper in the project of respondents since month of September, 2009 to year 2015. He states in his cross-examination that he had worked in Govind Raj Projects from 2011 to 2015 but denied that he resigned in the year 2015. The petitioner denied that he never worked in Chirchind Hydro Project. He admits to the suggestion that he worked with Chirchind Hydro Project from 1.2.2011 to 31.10.2015 but denied that he had worked in the project only for four years and hence he is not entitled for payment of gratuity etc. The petitioner has produced on record identity card Ext. PX and certificate issued by Supervisor Chirchind Hydro Power as Mark-PX. The identity card is dated 1.4.2012 and the certificate Mark PX has been issued from February, 2008 to April, 2011.

11. Pertinent to mention that common reply has been collectively filed by the respondents and they have examined Shri Ambrish Singh, Executive Director, Govind Raj Projects as RW1. RW1 Shri Ambrish Singh has asserted that petitioner was engaged by Govind Raj Projects in February, 2011. It is however admitted that in the year 2011, 27 workmen were employed by Chirchind Hydro Power but again stated that these were employees of Govind Raj Projects. He admits that the employees got salary from Govind Raj Projects. He further states that Chirchind Hydro Power is the owner and Govind Raj does the work of operation maintenance. This statement on behalf of RW1 shows that the respondents no.1 and 2 are part of single entity for all intents and purposes in relation to the petitioner. The duty roster of the petitioner has been produced from 2012 to 2015 Ext. PW1/E1 to Ext. PW1/E15. The compromise Ext. PW1/G wherein the petitioner has impleaded present respondents as party with the copy of identity card Mark PX show that the petitioner had worked with the Chirchind Hydro Power also. Similarly, the reply and the nature of the work being performed by Chirchind Hydro Power and Govind Raj Projects show that these are practically the same entities with respect of worker employed therein.

12. The certificate Mark PX shows that petitioner was employed by Chirchind Hydro Power from February, 2008 to April, 2011. Ext. PW1/C is the order of the Labour Officer Chamba whereby the petitioner had demanded gratuity from Chirchind Hydro Power and in these proceedings Chirchind Hydro Power failed to contest the claim accordingly the date of joining for the petitioner was taken as the year 2009. No record has been produced nor any officer of Chirchind Hydro Power is examined in the court to deny the claim of the petitioner that he had not worked in Chirchind Hydro Power from 2009 to 2011 and thereafter in the entity of Chirchind Hydro Power *i.e.* Govind Raj Projects upto the year 2015. The document produced on record reveal that petitioner had worked with Govind Raj Projects from 2011 to 2015. The petitioner has proved to the extent balance of probabilities from the order Ext.PW1/C and the certificate Mark-PX that he was worked with Chirchind Hydro Power from 2009 onwards. In addition to it pleadings on behalf of respondents and their joint appearance before the labour authorities also shows that they are part of same entity and this fact is also reflected from cross-examination of RW1 Shri Ambrish Singh. In the light of above evidence produced before this court it is proved that petitioner has worked with the Chirchind Hydro Power and Govind Raj Projects from 2009 to 2015 which are the same entities for the claim of gratuity of Rs.28269/- as assessed by the Labour Officer.

13. There are other claims made by the petitioner in his statement of claim as well as in the demand notice. No specific evidence has been produced by petitioner in order to prove contract on basis of which he has claimed various kind of allowances and other payments due to him from respondents. Thus claim of the petitioner to the extent of his entitlement for gratuity for the recovery amount along-with interest is sustainable and issue no.1 is accordingly decided in the favour of the petitioner.

**Issue No. 2**

14. It has been discussed in detail while deciding issue no.1 above the petitioner is entitled for the claim of gratuity amount as he has worked with the respondents for a considerable period between 2009 to 2015 and thereafter his services were disengaged by way of resignation. Still the petitioner would be entitled for the payment of gratuity amount of Rs.28269/- and respondents are directed to pay the said amount to the petitioner @ of 9% interest from the year 2015 till the date of realization.

**Issues No. 3 and 4**

15. The onus of proving these issues was on the respondents. The claim of the respondents was to the effect that petitioner had not worked with the respondents for a period for which is entitled him claims of gratuity. Contrary facts appears from the records hence the claim of the petitioner with respect to the gratuity is maintainable and petitioner being employee of the respondents has locus standi to file the present claim. Hence both these issues are decided in the favour of the petitioner.

**Issue No. 5**

16. Specific objection has been raised regarding non-joinder and mis-joinder of necessary parties. However Chirchind Hydro Power and Govind Raj Projects have been impleaded as party in this case. There is no other necessary and proper parties for adjudication of the claim of the petitioner hence issue no.5 is decided in the favour of the petitioner.

**Issue No. 6**

17. It is asserted by the respondents that petitioner has not approached the court with clean hands and suppressed the material facts. No such facts appeared from the evidence led before this court hence issue no. 6 is decided in the favour of the petitioner.

**Relief**

18. In view of my discussion on the issues no. 1 to 5 above, the claim petition succeeds and is partly allowed. The petitioner is entitled for the payment of gratuity amount of Rs. 28269/- and the respondents are directed to pay the said amount to the petitioner @ of 9% interest from the year 2015 till the date of realization. Parties are left to bear their costs.

19. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 23rd day of January, 2025.

Sd/-  
(PARVEEN CHAUHAN),  
*Presiding Judge,*  
*Labour Court-cum-Industrial Tribunal,*  
*Kangra at Dharamshala, H.P.*

**ब अदालत सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार, धर्मशाला,  
जिला कांगड़ा (हि0प्र0)**

किस्म मुकद्दमा: तकसीम

चतरो पुत्र गरीबा पुत्र भीम सैन, निवासी महाल मोहली—लाहड़ा दी, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0।

**बनाम**

1. सत्या देवी विधवा परषोतम चंद, 2. दीना, चोकस राम पुत्र गरीबा, निवासी गांव नड्डी खडौता, तहसील धर्मशाला, जिला कांगड़ा, हि0प्र0, 3. सुमना कुमारी पुत्री छजु, निवासी महाल चटेहड़, पोस्ट ऑफिस योल, तहसील धर्मशाला, जिला कांगड़ा, 4. डिंपल कुमारी पुत्री छजु, निवासी गांव व डाकखाना राख, तहसील पालमपुर, जिला कांगड़ा, 5. व्यासो देवी विधवा छजु, निवासी महाल नड्डी खडौता, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, 6. भगवान दास पुत्र चुहडु, निवासी महाल मोहली लाहड़ा—दी, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, 7. समंगला देवी पुत्री गुरिया, निवासी लोअर सुधेड़, पोस्ट ऑफिस सुधेड़, तहसील धर्मशाला, जिला कांगड़ा, 8. मूल राज, 9. अनूप पुत्र व 10. नीलम पुत्री व 11. सिमरो देवी विधवा रिखिया, निवासी महाल खडौता, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, 12. जगदीश, 13. विजय पुत्र जेशी राम, निवासी महाल खडौता, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, 14. रमेश, 15. मदन पुत्र खजाना, निवासी मोहली लाहड़ा दी, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, 16. दूनी चंद, 17. कल्याण चंद पुत्र चमारु, निवासी महाल मोहली लाहड़ा दी, मौजा खनियारा, तहसील धर्मशाला, 18. माली राम पुत्र चमारु, निवासी महाल खडौता, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, 19. आशों देवी पुत्री चमारु, निवासी बागोतला, तहसील पालमपुर, जिला कांगड़ा, 20. गुजरो देवी पुत्री चमारु, निवासी गांव बदसर पोस्ट ऑफिस जिया, तहसील पालमपुर, 21. पुष्पा देवी पत्नी मदन लाल, निवासी गांव व डाकखाना शाहपुर, तहसील शाहपुर, 22. सुभद्रा देवी पत्नी तरसेम सिंह, निवासी गांव धर्मकोट, तहसील धर्मशाला, 23. शकुंतला देवी पुत्री परताप, निवासी मोहाली लाहड़ा दी, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, हि0प्र0।

विषय.—प्रार्थना—पत्र तकसीम भूमि खाता नं0 26, खतौनी नं0 55 ता 56, खसरा नं0 21 व 77/1, कित्ता 2, रकबा तादादी 00—03—96 है0, वाक्या महाल मोहली लाहड़ा दी मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, हि0प्र0 की तकसीम करने बारे।

प्रार्थना—पत्र चतरो पुत्र गरीबा पुत्र भीम सैन, निवासी महाल मोहली—लाहड़ा दी, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0 जिसमें उपरोक्त प्रतिवादीगण को समन साधारण तरीके से तामील न हो पा रहे हैं, इसलिए उपरोक्त प्रतिवादीगण को इस इशतहार राजपत्र/मुश्री मुनादी के द्वारा सूचित किया जाता है कि यदि किसी भी पक्ष को उपरोक्त वर्णित भूमि की तकसीम करने बारे कोई भी उजर या एतराज हो तो वह अधोहस्ताक्षरी की अदालत में दिनांक 18—06—2025 को प्रातः 11.00 बजे असालतन या वकलातन हाजिर होकर अपने उजर/एतराज पेश कर सकता है, अन्यथा हाजिर न आने की सूरत में उपरोक्त प्रतिवादीगण के विरुद्ध एकतरफा कार्यवाही अमल में लाई जाएगी व तरीका तकसीम जारी कर दिया जाएगा।

आज दिनांक 18—05—2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—  
सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार,  
तहसील धर्मशाला, जिला कांगड़ा (हि0प्र0)।

**ब अदालत सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार, धर्मशाला,  
जिला कांगड़ा (हि0प्र0)**

किस्म मुकद्दमा: तकसीम

चतरो पुत्र गरीबा पुत्र भीम सैन, निवासी महाल मोहली—लाहड़ा दी, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0।

**बनाम**

1. सत्या देवी विधवा परषोतम चंद, 2. दीना, चोकस राम पुत्र गरीबा, निवासी गांव नड्डी खडौता, तहसील धर्मशाला, जिला कांगड़ा, हि0प्र0, 3. सुमना कुमारी पुत्री छजु, निवासी महाल चटेहड़, पोस्ट ऑफिस योल, तहसील धर्मशाला, जिला कांगड़ा, 4. डिंपल कुमारी पुत्री छजु, निवासी गांव व डाकखाना राख, तहसील पालमपुर, जिला कांगड़ा, 5. व्यासो देवी विधवा छजु, निवासी महाल नड्डी खडौता, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, 6. भगवान दास पुत्र चुहडु, निवासी महाल मोहली लाहड़ा—दी, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, 7. समंगला देवी पुत्री गुरिया, निवासी लोअर सुधेड़, पोस्ट ऑफिस सुधेड़, तहसील धर्मशाला, जिला कांगड़ा, 8. मूल राज, 9. अनूप पुत्र व 10. नीलम पुत्री व 11. सिमरो देवी विधवा रिखिया, निवासी महाल खडौता, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, 12. जगदीश, 13. विजय पुत्र जेशी राम, निवासी महाल खडौता, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, 14. रमेश, 15. मदन पुत्र खजाना, निवासी मोहली लाहड़ा दी, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, 16. दूनी चंद, 17. कल्याण चंद पुत्र चमारु, निवासी महाल मोहली लाहड़ा दी, मौजा खनियारा, तहसील धर्मशाला, 18. माली राम पुत्र चमारु, निवासी महाल खडौता, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, 19. आशों देवी पुत्री चमारु, निवासी बागोतला, तहसील पालमपुर, जिला कांगड़ा, 20. गुजरो देवी पुत्री चमारु, निवासी गांव बदसर पोस्ट ऑफिस जिया, तहसील पालमपुर, 21. पुष्पा देवी पत्नी मदन लाल, निवासी गांव व डाकखाना शाहपुर, तहसील शाहपुर, 22. सुभद्रा देवी पत्नी तरसेम सिंह, निवासी गांव धर्मकोट, तहसील धर्मशाला, 23. शकुंतला देवी पुत्री परताप, निवासी मोहली लाहड़ा दी, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, हि0प्र0।

विषय.—प्रार्थना—पत्र तकसीम भूमि खाता नं0 7, खतौनी नं0 7 खसरा नं0 299 व 300, कित्ता 2, रकबा तादादी 00—01—13 है0, वाक्या महाल खडौता, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, हि0प्र0 की तकसीम करने बारे।

प्रार्थना—पत्र चतरो पुत्र गरीबा पुत्र भीम सैन, निवासी महाल मोहली—लाहड़ा दी, मौजा खनियारा, तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0 जिसमें उपरोक्त प्रतिवादीगण को समन साधारण तरीके से तामील न हो पा रहे हैं, इसलिए उपरोक्त प्रतिवादीगण को इस इशतहार राजपत्र/मुश्री मुनादी के द्वारा सूचित किया जाता है कि यदि किसी भी पक्ष को उपरोक्त वर्णित भूमि की तकसीम करने बारे कोई भी उजर या एतराज हो तो वह अधोहस्ताक्षरी की अदालत में दिनांक 18—06—2025 को प्रातः 11.00 बजे असालतन या वकलातन हाजिर होकर अपने उजर/एतराज पेश कर सकता है, अन्यथा हाजिर न आने की सूरत में उपरोक्त प्रतिवादीगण के विरुद्ध एकतरफा कार्यवाही अमल में लाई जाएगी व तरीका तकसीम जारी कर दिया जाएगा।

आज दिनांक 18—05—2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—  
सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार,  
तहसील धर्मशाला, जिला कांगड़ा (हि0प्र0)।

**ब अदालत सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार, धर्मशाला,  
जिला कांगड़ा (हि0प्र0)**

किस्म मुकद्दमा: तकसीम

नवदीप डींगरा पुत्र तिलक राज, निवासी गुरुद्वारा रोड़ कोतवाली बाजार, तहसील धर्मशाला through power of attorney holder of श्री प्रकाश चंद पुत्र पृथ्वी सिंह पुत्र मूल, निवासी महाल ब्रेह, मौजा व तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0।

**बनाम**

1. ओम प्रकाश, 2. प्रषोतम लाल 3. सेठ राम 4. कमला देवी 5. पावन देवी पुत्रियां व 6. डुमनी देवी हिरदु राम पुत्र दसोंदी, अंकुश कुमार पुत्र व 7. श्रीमती सपना देवी, 8. श्रीमती शिवानी देवी पुत्रियां व 9. श्रीमती सुमना देवी विधवा देश राज पुत्र हीरदु, 10. श्रीमती कौशल्या देवी पुत्री दशोंदी पुत्र मोहन, 11. कुलदीप कुमार पुत्र व 12. श्रीमती सुभा देवी 13. श्रीमती सिमरिता देवी 14. श्रीमती इन्दु वाला पुत्रियां श्रीमती भोटा देवी पुत्री दशोंदी, 15. दुर्गा राम पुत्र हरिया पुत्र तपिया संकेत राज पुत्र व 16. श्रीमती सीमा देवी, 17. श्रीमती वीना देवी, 18. श्रीमती रीना देवी, 19. श्रीमती सुनीता देवी, 20. श्रीमती रीता देवी पुत्रियां व 21. श्रीमती तारो देवी विधवा दलीप सिंह पुत्र हरिया, 22. स्वरूप कुमार, 23. जय करण, 24. जीत कुमार, 25. मान सिंह, 26. संजय कुमार पुत्र व 27. श्रीमती स्वर्ण देवी पुत्रीन, 28. श्रीमती कलाशों देवी विधवा गोरख पुत्र तपिया, 29. पूर्ण चंद, 30. रणजीत सिंह, 31. मदन लाल, 32. जय चंद, 33. भरत सिंह पुत्र 34. श्रीमती सलोचना, 35. श्रीमती निर्मला देवी, 36. श्रीमती कांता देवी पुत्रियां व 37. श्रीमती प्रेमी देवी विधवा खोजू राम पुत्र जुगत, 38. सुरिंदर कुमार पुत्र व 39. श्रीमती सीता देवी विधवा जोधा राम पुत्र जुगत, 40. सुरिन्दर कुमार पुत्र ठाकुर सिंह पुत्र कालू राम, 41. सुनील कुमार पुत्र पूर्ण चंद पुत्र माधो राम, 42. श्रीमती ज्योति जरयाल पत्नी भरत सिंह पुत्र खोजू राम, 43. बलदेव थापा पुत्र श्रीमती रत्नावली पत्नी हरनाम निवासीयान मोहाल ब्रेह, मौजा व तहसील धर्मशाला, जिला कांगड़ा, हि0प्र0।

विषय.— तकसीम भूमि खाता नं0 3, खतौनी नं0 6 व 7, खसरा कित्ता 6, रकबा तादादी 0—17—57 है0, वाक्या महाल ब्रेह, मौजा व तहसील धर्मशाला, जिला कांगड़ा, हि0प्र0।

प्रार्थना—पत्र प्रार्थी नवदीप डींगरा पुत्र तिलक राज, निवासी गुरुद्वारा रोड़ कोतवाली बाजार, तहसील धर्मशाला through power of attorney holder of श्री प्रकाश चंद पुत्र पृथ्वी सिंह पुत्र मूल, निवासी महाल ब्रेह, मौजा व तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0 द्वारा प्रार्थना—पत्र तकसीम बारे गुजारा है, जिसमें उपरोक्त प्रतिवादीगण को समन साधारण तरीके से तामील न हो पा रहे हैं, इसलिए उपरोक्त प्रतिवादीगण को इस मुश्तरी मुनादी के द्वारा सूचित किया जाता है कि यदि किसी भी पक्ष को उपरोक्त वर्णित भूमि की तकसीम बारे कोई भी उजर या एतराज हो तो वह दिनांक 19-06-2025 को अधोहस्ताक्षरी के न्यायालय में प्रातः 11.00 बजे उपस्थित होकर पेश कर सकता है, अन्यथा हाजिर न आने की सूरत में उपरोक्त प्रतिवादीगण के खिलाफ एकतरफा कार्यवाही अमल में लाई जाएगी। उसके उपरान्त कोई भी उजर/एतराज न सुना जाएगा।

आज दिनांक ..... को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित /—  
सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार,  
तहसील धर्मशाला, जिला कांगड़ा (हि0प्र0)।



**ब अदालत सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार, धर्मशाला,  
जिला कांगड़ा (हि0प्र0)**

किस्म मुकद्दमा: तकसीम

नवदीप डींगरा पुत्र श्री तिलक राज, निवासी गुरुद्वारा रोड़ कोतवाली बाजार, तहसील धर्मशाला through power of attorney holder of श्री प्रकाश चंद पुत्र पृथ्वी सिंह पुत्र मूल, निवासी महाल ब्रेह, मौजा व तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0।

बनाम

1. कुलदीप कुमार पुत्र व 2. श्रीमती देसौ पुत्री श्रीमती सत्या देवी पुत्री मोती, 3. मदन लाल, 4. अजय कुमार पुत्रान अनिरुद्ध कुमार पुत्र मोती, 5. बिहारी लाल पुत्र व 6. श्रीमती हल्लों देवी, 7. श्रीमती गायत्री देवी, 8. श्रीमती माया देवी पुत्रियां व 9. श्रीमती वैसों देवी विधवा मोती पुत्र बांका, 10. रसीला राम, 11. शिव दर्शन, 12. धनु राम पुत्रान जय किशन पुत्र सुखिया, 13. प्रताप चन्द, 14. दीनानाथ, 15. गरीब दास पुत्रान व 16. श्रीमती फंगों देवी, 17. श्रीमती मंगला देवी, 18. श्रीमती रेखा देवी पुत्रियां देव स्वरूप पुत्र सुखिया, 19. कर्नल हरीश चन्द पुत्र ईश्वर दास पुत्र दीवाना, 20. ओम प्रकाश, 21. ललित कुमार पुत्रान छवि लाल पुत्र सावन मल, 22. श्रीमती सपना देवी पुत्री व 23. श्रीमती रतो देवी विधवा प्यारे लाल पुत्र सावन, 24. श्रीमती कमला देवी विधवा बंशी लाल सावन, 25. रतन चन्द, 26. उत्तम चन्द पुत्रान व 27. श्रीमती बिमला देवी, 28. श्रीमती निर्मला देवी, 29. श्रीमती संगरनदु देवी, 30. श्रीमती वीना देवी, 31. श्रीमती अनीता देवी, 32. श्रीमती कौशल्या देवी विधवा किशन दत्त पुत्र प्रभु, 33. श्रीमती अंजु कुमारी, 34. कुमारी रजनी पुत्रियां व 35. श्रीमती आशा देवी विधवा वेद प्रकाश पुत्र किशन दत्त, निवासीयान मोहाल ब्रेह, मौजा व तहसील धर्मशाला, जिला कांगड़ा, हि0प्र0।

विषय.—तकसीम भूमि खाता नं0 38, खतौनी नं0 124 ता 128, खसरा कित्ता 20, रकबा तादादी 0—24—93 है0, वाक्या महाल ब्रेह, मौजा व तहसील धर्मशाला, जिला कांगड़ा, हि0प्र0।

प्रार्थना—पत्र प्रार्थी नवदीप डींगरा पुत्र तिलक राज, निवासी गुरुद्वारा रोड़ कोतवाली बाजार, तहसील धर्मशाला through power of attorney holder of श्री प्रकाश चंद पुत्र पृथ्वी सिंह पुत्र मूल, निवासी महाल ब्रेह, मौजा व तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0 द्वारा प्रार्थना—पत्र तकसीम बारे गुजारा है, जिसमें उपरोक्त प्रतिवादीगण को समन साधारण तरीके से तामील न हो पा रहे हैं, इसलिए उपरोक्त प्रतिवादीगण को इस मुश्तरी मुनादी के द्वारा सूचित किया जाता है कि यदि किसी भी पक्ष को उपरोक्त वर्णित भूमि की तकसीम बारे कोई भी उजर या एतराज हो तो वह दिनांक 19-06-2025 को अधोहस्ताक्षरी के न्यायालय में प्रातः 11.00 बजे उपस्थित होकर पेश कर सकता है, अन्यथा हाजिर न आने की सूरत में उपरोक्त प्रतिवादीगण के खिलाफ एकतरफा कार्यवाही अमल में लाई जाएगी। उसके उपरान्त कोई भी उजर/एतराज न सुना जाएगा।

आज दिनांक 19-05-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—

सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार,  
तहसील धर्मशाला, जिला कांगड़ा (हि0प्र0)।

**ब अदालत सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार, धर्मशाला,  
जिला कांगड़ा (हि0प्र0)**

किस्म मुकद्दमा: तकसीम

नवदीप डींगरा पुत्र श्री तिलक राज, निवासी गुरुद्वारा रोड़ कोतवाली बाजार, तहसील धर्मशाला through power of attorney holder of श्री प्रकाश चंद पुत्र पृथ्वी सिंह पुत्र मूल, निवासी महाल ब्रेह, मौजा व तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0।

## बनाम

1. लाल चंद, 2. विक्रम सिंह, 30 उत्तम चंद पुत्र भात, 4. अजय, 5. चंदु लाल पुत्र व 6. आशा देवी विधवा रजिन्दर कुमार, 7. आदित्य पुत्र, 8. सोनाली पुत्री व 9. श्रीमती मंजु विधवा संजीव कुमार, 10. श्रीमती चरजू देवी पुत्री चुनी लाल, 11. किशोरी लाल, 12. जोगिंदर सिंह पुत्र व 13. श्रीमती बोहतू, 14. छेलो पुत्री बेली, 15. दीनौ पुत्र मरवनी, 16. शम्मी कुमार, 17. सननी कुमार पुत्र व 18. निर्मला देवी विधवा संसार चंद, 19. ओंकार चंद उपनाम करतार चंद पुत्र आशा देवी, 20. श्रीमती हल्लों देवी विधवा रुलिया, 21. जिडी पुत्र हल्लों व 22. छेलो, 23. संग्रान्दु, 24. सत्या, 25. कांता पुत्रियां मखोली, 26. पृथिया, 27. डुमणु, 28. हाडू पुत्र व 29. सीता देवी, 30. जुननों देवी पुत्रियां फेंका, 31. रवि कुमार, 32. अनिल कुमार पुत्र जगदीश, 33. मनोज कुमार, 34. राकेश कुमार पुत्र व 35. कुमारी सरोक पुत्री व 36. सुदेश कुमारी विधवा केहर सिंह, 37. माधो राम पुत्र नथु राम, 38. जरनैल सिंह पुत्र 39. श्रीमती अर्चना देवी, 40. रचना पुत्रियां व 41. कपूरों देवी विधवा रोशन लाल, 42. अंशिका पुत्री व 43. ललिता देवी विधवा ओंकार सिंह, 44. देवी प्रशाद, 45. जैपाल पुत्र रावण, 46. प्रकाश चंद पुत्र व 47. चम्पा देवी उपनाम सुंकु देवी विधवा बुशेरी, 48. सुरेश कुमार उपनाम छजू राम पुत्र प्रकाश चंद, 49. सुशील कुमार, 50. पप्पू पुत्र व 51. सुलक्षणा देवी पुत्री व 52. संध्या देवी विधवा भागी राम, 53. राहुल पुत्र व 54. कुमारी रिया पुत्री व 55. सीमा देवी विधवा अनिरुद्ध सिंह, 56. कमला प्रकाश 57. किस्सो राम पुत्र व 58. नहलता पुत्री ध्याना, 59. बलेतू, 60. दयालों पुत्रियां लोजी, 61. हाडु, 62. आत्मी पुत्र व 63. नीलमा पुत्री व 64. कपूरों देवी विधवा भीम सैन, 65. दीनानाथ, 66. नारायण सिंह, 67. हरनाम सिंह पुत्र व 68. कलाशो देवी, 69. तिम्रो देवी, 70. सस्तों देवी पुत्रियां व 71. धनों देवी विधवा अदालती, 72. राज कुमार पुत्र व्यास देव, निवासी महाल ब्रेह, मौजा व तहसील धर्मशाला, जिला कांगड़ा, हि0प्र0।

विषय.—तकसीम भूमि खाता नं0 16, खतौनी नं0 69 ता 77, खसरा कित्ता 27, रकबा तादादी 0—15—12 है0, वाक्या महाल ब्रेह, मौजा व तहसील धर्मशाला, जिला कांगड़ा, हि0प्र0।

प्रार्थना—पत्र नवदीप डींगरा पुत्र श्री तिलक राज, निवासी गुरुद्वारा रोड़ कोतवाली बाजार, तहसील धर्मशाला through power of attorney holder of श्री प्रकाश चंद पुत्र पृथ्वी सिंह पुत्र मूल, निवासी महाल ब्रेह, मौजा व तहसील धर्मशाला, जिला कांगड़ा, हि0 प्र0 द्वारा प्रार्थना—पत्र तकसीम बारे गुजारा है, जिसमें उपरोक्त प्रतिवादीगण को समन साधारण तरीको से तामील न हो पा रहे हैं। इसलिए उपरोक्त प्रतिवादीगण को इस मुश्त्री मुनादी के द्वारा सूचित किया जाता है कि यदि किसी भी पक्ष को उपरोक्त वर्णित भूमि की तकसीम बारे कोई भी उजर या एतराज हो तो वह दिनांक 19—06—2025 को अधोहस्ताक्षरी के न्यायालय में प्रातः 11.00 बजे उपस्थित होकर पेश कर सकता है, अन्यथा हाजिर न आने की सूरत में उपरोक्त प्रतिवादीगण के खिलाफ एकतरफा कार्यवाही अमल में लाई जाएगी। उसके उपरान्त कोई भी उजर/एतराज न सुना जाएगा।

आज दिनांक ..... को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—

सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार,  
तहसील धर्मशाला, जिला कांगड़ा (हि0प्र0)।

ब अदालत श्री रमन ठाकुर, कार्यकारी दण्डाधिकारी बैजनाथ, जिला कांगड़ा (हि0प्र0)

ओम प्रकाश पुत्र श्री लखा राम, निवासी गांव व डाकघर उस्तेहड, तहसील बैजनाथ, जिला कांगड़ा (हि0प्र0)।

बनाम

आम जनता

प्रार्थना-पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

ओम प्रकाश पुत्र श्री लखा राम, निवासी गांव व डाकघर उस्तेहड, तहसील बैजनाथ, जिला कांगड़ा (हि0प्र0) ने इस अदालत में प्रार्थना-पत्र गुजारा है कि उसका जन्म दिनांक 20-12-1964 को गांव व डाकघर उस्तेहड में हुआ था परन्तु इस बारे पंचायत के रिकार्ड में पंजीकरण नहीं करवाया जा सका। अतः अब पंजीकरण के आदेश दिये जायें।

अतः इस नोटिस के माध्यम से सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को उपरोक्त जन्म/मृत्यु के पंजीकरण बारे में कोई उजर/एतराज हो तो वह दिनांक 19-06-2025 को सुबह 10.00 बजे असातन या वकालतन हाजिर आकर पेश कर सकता है। अन्यथा उपरोक्त जन्म के पंजीकरण बारे आदेश पारित कर दिये जायेंगे। उसके उपरान्त किसी भी प्रकार का कोई भी उजर/एतराज न सुना जायेगा।

आज दिनांक 09-05-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/-  
कार्यकारी दण्डाधिकारी,  
बैजनाथ, जिला कांगड़ा (हि0प्र0)।

**ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी सदवां, जिला कांगड़ा (हि0प्र0)**

तारीख दायर : 18-10-2024

तारीख फैसला : 22-11-2024

सुषमा देवी पुत्री श्री ठाकुर सिंह, निवासी महाल नेरा, मौजा सुल्याली, उप-तहसील सदवां, जिला कांगड़ा (हि0प्र0)

बनाम

आम जनता

प्रतिवादी।

प्रार्थना-पत्र बाबत जन्म पंजीकरण अन्तर्गत धारा 13(3) हि0 प्र0 रजिस्ट्रेशन एक्ट 1969 ग्राम पंचायत लोहारपुरा।

प्रार्थिया श्रीमती सुषमा देवी पुत्री श्री ठाकुर सिंह, निवासी महाल नेरा, मौजा सुल्याली, उप-तहसील सदवां, जिला कांगड़ा (हि0प्र0) ने एक प्रार्थना-पत्र दिया है कि उसका जन्म दिनांक 05-04-1963 को महाल नेरा, मौजा सुल्याली में हुआ था, जिसका पंजीकरण किन्हीं कारणों से न हो पाया था। प्रार्थिया के आवेदन के समर्थन में अनुपलब्धता प्रमाण-पत्र व मुख्य चिकित्सा अधिकारी कांगड़ा स्थित धर्मशाला व शपथ-पत्र प्रार्थिया व अन्य वाशिंदगान देह साथ संलग्न हैं।

प्रतिवादी आम जनता को बजरिया नोटिस मुश्री/मुनादी महाल नेरा, मौजा सुल्याली व इश्तहार अखबार दैनिक जागरण प्रार्थिया के आवेदन बारे सूचित किया गया था व एतराज आमन्त्रित किए गए थे, परन्तु कोई भी एतराज पेश नहीं हुआ। इसके अतिरिक्त श्री शिवदेव सिंह पुत्र श्री वकील सिंह, निवासी महाल खुखेड, सुरजीत सिंह पुत्र योगराज सिंह व योगराज, निवासी महाल खुखेड ने इस कार्यालय में हाजिर आकर अपने लिखित ब्यान में प्रार्थिया की जन्म तिथि 05-04-1963 सही होने की पुष्टि की है।

मिसल के साथ संलग्न तमाम दस्तावेजों शपथ-पत्र प्रार्थिया व वाशिंदगान देह, अनुपलब्धता प्रमाण-पत्र, व्यानात गवाहान का अवलोकन करने पर प्रार्थिया का आवेदन बराये दिए जाने आदेश विलम्बित

जन्म पंजीकरण सही पाया जाता है अतः सचिव ग्राम पंचायत लोहारपुरा को आदेश दिया जाता है कि प्रार्थिया की जन्म तिथि 05-04-1963 का पंजीकरण धारा 13(3) हि0प्र0 रजिस्ट्रेशन एक्ट 1969 के अन्तर्गत अपने पंचायत रिकॉर्ड में दर्ज करें। एक प्रति पंचायत सचिव लोहारपुरा को बराये अमल दामद भेजी जाकर मिसल तरतीब व तकमील होकर जाबता होकर दाखिल दफ्तर की जाये।

मोहर।

हस्ताक्षरित / —  
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,  
सदवां, जिला कांगड़ा (हि0प्र0)।

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**Before the Marriage Officer-cum-Sub Divisional Officer,  
Tehsil Dheera, District Kangra (H.P.)**

In Ref. :

Munish Kumar & Pallavi Rani

*Versus*

General Public

*Application for Registration of marriage under section 16 of the Special Marriage Act, 1954.*

An application under section 16 of the Special Marriage Act, 1954 has been received by the undersigned from Munish Kumar s/o Sh. Puran Chand, resident of Village Malan Dhar, P.O. Bachhwai, Tehsil Thural, Distt. Kangra (H.P.) Pincode-176 107 and Pallavi Rani d/o Sh. Rajesh Kumar, resident of Vill. Rit, P.O. Rit, Teh. Jaisinghpur, Distt. Kangra (H.P.) Pincode 176 086. If there is any objection on this marriage, the objection in person or through counsel be submitted to this office on or before 02-07-2025 otherwise same will be registered.

Seal.

Sd/-  
Marriage Officer-cum-Sub-Divisional Officer,  
Dheera, District Kangra (H.P.).

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**Before the Marriage Officer-cum-Sub Divisional Officer,  
Tehsil Dheera, District Kangra (H.P.)**

In Ref. :

Vinay Kumar & Simran Kumari

*Versus*

General Public

*Application for Registration of marriage under section 16 of the Special Marriage Act, 1954.*

An application under section 16 of the Special Marriage Act, 1954 has been received by the undersigned from Vinay Kumar s/o Sh. Subhash Chand, resident of Village Dugahan, P.O. Paniali, Tehsil Dheera, Distt. Kangra (H.P.) and Simran Kumari d/o Sh. Sanjay Ram, resident of Place Madhuban, Dhamauli, Ramnath, Muzaffarpur, Bihar, Pincode-843 108. If there is any objection on this marriage, the objection in person or through counsel be submitted to this office on or before 02-07-2025, otherwise same will be registered.

Seal.

Sd/-

Marriage Officer-cum-Sub-Divisional Officer,  
Dheera, District Kangra (H.P.).

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, तहसील पालमपुर,  
जिला कांगड़ा (हि० प्र०)

मुकद्दमा नं० : 36 / एन०टी०/2025

तारीख पेशी : 24-06-2025

श्रीमती अमना बीबी पुत्री स्व० श्री लतीफ मुहम्मद, निवासी मुहाल दीनक, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी, हि० प्र०।

बनाम

आम जनता

उनवान मुकद्दमा.—जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत जन्म तिथि के पंजीकरण हेतु।

नोटिस बनाम आम जनता।

श्रीमती अमना बीबी पुत्री स्व० श्री लतीफ मुहम्मद, निवासी मुहाल दीनक, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी, हि० प्र० ने प्रार्थना-पत्र प्रस्तुत कर व्यक्त किया है कि उसका जन्म दिनांक 10-07-1951 को गांव दीनक, डाकघर कनैड, तहसील सुन्दरनगर, जिला मण्डी में हुआ है किन्तु किसी कारणवश जन्म का पंजीकरण ग्राम पंचायत महादेव के अभिलेख में न हो सका। इसलिए जन्म तिथि का पंजीकरण करने के आदेश दिये जाएं।

यह प्रकरण सुनवाई हेतु दिनांक 24-06-2025 को मुकाम सुन्दरनगर में निश्चित है। अतः सर्वसाधारण को इस इशतहार/मुश्ट्री मुनादी द्वारा सूचित किया जाता कि यदि किसी व्यक्ति या पक्ष को इस जन्म पंजीकरण बारे कोई आपत्ति या एतराज हो तो वह दिनांक 24-06-2025 को इस अदालत में असालतन या वकालतन आकर अपनी आपत्ति दर्ज करवा सकता है। गैर-हाजिरी की सूरत में एकतरफा कार्यवाही अमल में लाई जायेगी तथा प्रार्थिया का जन्म पंजीकरण जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के अन्तर्गत ग्राम पंचायत महादेव के अभिलेख में दर्ज करने के आदेश प्रदान कर दिये जाएंगे।

आज दिनांक 15-05-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—

नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,  
तहसील पालमपुर, जिला कांगड़ा (हि0 प्र0)।

**ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, कटौला, जिला मण्डी (हि0 प्र0)**

मिसल नं0 : 04

तारीख मरजुआ : 05-02-2025

तारीख पेशी : 20-06-2025

श्री मुहम्मद इम्तियाज उपनाम तितरू पुत्र दीतू गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी (हि0प्र0) प्रार्थी।

**बनाम**

1. श्री शुक्रदीन पुत्र दीतू गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 2. श्री माम हुसैन पुत्र दीतू गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 3. श्री रफीक उर्फ मुहम्मद रफीक पुत्र काश्व, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, 4. रुकशाना पुत्री काश्व, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 5. श्रीमती हाजरा विधवा काश्व, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 6. श्री बशीर खान पुत्र नवाब उर्फ नवाबू गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 7. श्री माम हुसैन पुत्र नवाब पुत्र नूरसैन, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 8. श्री लियाकत अली पुत्र नवाब पुत्र नूरसैन, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 9. श्री शौकत अली पुत्र नावब पुत्र नूरसैन, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 10. श्रीमती शरीफा पुत्री नवाब पुत्र नूरसैन, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 11. श्रीमती छैलो पुत्री नवाब पुत्र नूरसैन गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 12. श्रीमती बेगी विधवा नवाब, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 13. श्री मुहम्मद फरहाज पुत्र शफी मुहम्मद पुत्र नवाब, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 14. श्री मुहम्मद फरहान पुत्र शफी मुहम्मद पुत्र नवाब, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 15. श्रीमती शकीना विधवा शफी मुहम्मद पुत्र नवाब, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 16. श्रीमती बेगी माता शफी मुहम्मद, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 17. श्री शुक्रदीन पुत्र नूरसैन, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0 . प्रतिवादीगण।

प्रार्थना—पत्र जेर धारा 123 बाबत हि0प्र0, भू-राजस्व अधिनियम, 1954 तकसीम खाता/खतौनी 124, 155 ता 163, कित्ता 17. रकबा तादादी 22-06-15, बीघा मुहाल बथेरी/514, जिला मण्डी हि0प्र0।

उपरोक्त मुकद्दमा उनवान वाला में श्री मुहम्मद इम्तियाज उपनाम तितरू पुत्र दीतू गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी (हि0प्र0) इस न्यायालय में तकसीम जेरधारा 123 बाबत भू-राजस्व अधिनियम के अन्तर्गत दावा दायर किया है।

उपरोक्त मामले में प्रतिवादी नं0 3, 4 व 10, 11 को समन तलब किया गया था लेकिन प्रतिवादीगण को समन की तामील न हो पाई। समन वर्णित रिपोर्ट से प्रतीत होता है कि प्रतिवादी नं0 3, 4 व 10, 11 को साधारण तरीके से तलब करना सम्भव न है अतः इस समाचार पत्र के माध्यम से प्रतिवादी नं0 3, 4 व 10, 11 को सूचित किया जाता है कि इस मुकद्दमा बारे कोई उजर/एतराज हो तो वह दिनांक 20-06-2025 को असालतन या वकालतन प्रातः 10.00 बजे न्यायालय में हाजिर होकर अपना पक्ष लिखित या मौखिक पेश कर

सकते हैं। निर्धारित अवधि के पश्चात् किसी आपत्ति पर विचार नहीं किया जायेगा और एकतरफा कार्यवाही अमल में लाई जाएगी।

यह इश्तहार आज दिनांक 05-06-2025 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—  
सहायक समाहर्ता द्वितीय श्रेणी,  
कटौला, जिला मण्डी (हि0 प्र0)।

### ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, कटौला, जिला मण्डी (हि0 प्र0)

मिसल नं0 : 05

तारीख मरजुआ : 05-02-2025

तारीख पेशी : 20-06-2025

श्री मुहम्मद इम्तियाज उपनाम तितरू पुत्र दीतू, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी (हि0प्र0) प्रार्थी।

#### बनाम

1. श्री शुक्रदीन पुत्र नूरसैन, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 2. श्री माम हुसैन पुत्र नवाब, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 3. श्री लिशकत अली पुत्र नवाब, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, 4. शौकत अली पुत्र नवाब, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 5. श्रीमती शरीफा पुत्री नवाब, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 6. श्रीमती छैलो पुत्री नवाब, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 7. श्रीमती बेगी विधवा नवाब, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 8. श्री मुहम्मद फरहाज पुत्र शफी मुहम्मद पुत्र नवाब, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 9. श्री मुहम्मद फरहान पुत्र शफी मुहम्मद पुत्र नवाब, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 10. श्रीमती शकीना विधवा शफी मुहम्मद पुत्र नवाब, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 11. शुक्रदीन पुत्र दीतू गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 12. श्री माम हुसैन पुत्र दीतू, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 13. श्री बशीर खान पुत्र नवाब उर्फ नवाबू, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 14. श्री रफीक उर्फ मुहम्मद रफीक पुत्र काश्व, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 15. रूकशाना पुत्री काश्व, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 16. श्रीमती हाजरा विधवा काश्व गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी, हि0प्र0, 17. श्री चमन लाल पुत्र तेज राम, उप-तहसील कटौला, जिला मण्डी, हि0प्र0 . प्रतिवादीगण।

प्रार्थना-पत्र जेर धारा 123 बाबत हि0प्र0, भू-राजस्व अधिनियम, 1954 तकसीम खाता/खतौनी 122/153, मिन खसरा नं0 51, रकबा 02-08-11, बीघा मुहाल बथेरी/514, जिला मण्डी हि0प्र0।

उपरोक्त मुकद्दमा उनवान वाला में श्री मुहम्मद इम्तियाज उपनाम तितरू पुत्र दीतू, गांव व डाकघर बथेरी, उप-तहसील कटौला, जिला मण्डी (हि0प्र0) इस न्यायालय में तकसीम जेरधारा 123 बाबत भू-राजस्व अधिनियम के अन्तर्गत दावा दायर किया है।

उपरोक्त मामले में प्रतिवादी नं0 5, 6 व 14, 15 को समन तलब किया गया था लेकिन प्रतिवादीगण को समन की तामील न हो पाई। समन वर्णित रिपोर्ट से प्रतीत होता है कि प्रतिवादी नं0 5, 6 व 14, 15 को साधारण तरीके से तलब करना सम्भव न है अतः इस समाचार पत्र के माध्यम से प्रतिवादी नं0 5, 6 व 14, 15 को सूचित किया जाता है कि इस मुकद्दमा बारे कोई उजर/एतराज हो तो वह दिनांक 20-06-2025 को असालतन या वकालतन प्रातः 10.00 बजे न्यायालय में हाजिर होकर अपना पक्ष लिखित या मौखिक पेश कर

सकते हैं। निर्धारित अवधि के पश्चात् किसी आपत्ति पर विचार नहीं किया जायेगा और एकतरफा कार्यवाही अमल में लाई जाएगी।

यह इश्तहार आज दिनांक 05-06-2025 को मेरे हस्ताक्षर व मोहर न्यायालय द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित / —  
सहायक समाहर्ता द्वितीय श्रेणी,  
कटौला, जिला मण्डी (हि0 प्र0)।

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**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Sadar,  
District Mandi (H. P.)**

In the matter of :

1. Sh. Shivam Rana s/o Sh. Manohar Lal Rana, Village Kathwari, P.O. Bir, Tehsil Sadar, District Mandi (H.P.)

2. Smt. Neetasha Thakur d/o Sh. Devender Kumar, r/o H. No. 344/3, Village Rasmain, P.O. Chatrokhari, Tehsil Sundernagar, District Mandi (H.P.) . . Applicants.

Versus

General Public

Subject.—Application for the registration of marriage under section 15 of Special Marriage Act, 1954.

Sh. Shivam Rana s/o Sh. Manohar Lal Rana, Village Kathwari, P.O. Bir, Tehsil Sadar, District Mandi (H.P.) and Smt. Neetasha Thakur d/o Sh. Devender Kumar, r/o H. No. 344/3, Village Rasmain, P.O. Chatrokhari, Tehsil Sundernagar, District Mandi (H.P.) (Sh. Shivam Rana s/o Sh. Manohar Lal Rana, Village Kathwari, P.O. bir, Tehsil Sadar, District Mandi (H.P.) have filed an application alongwith affidavits in the court of undersigned under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 30-04-2021 according to Hindu rites and customs at Hotel Lake View, Control Gate Sundernagar, District Mandi (H.P.) and they are living together as husband and wife since then. Hence, their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage, can file the objection personally or in writing before this court on or before 14-06-2025, after that no objection will be entertained and marriage will be registered.

Issued today on 15th day of May, 2025 under my hand and seal of the court.

Seal.

Sd/-  
Marriage Officer-cum-Sub-Divisional Magistrate,  
Sadar, District Mandi (H.P.).



**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Sadar,  
District Mandi (H. P.)**

In the matter of :

1. Sh. Dinesh Kumar s/o Sh. Pawan Kumar, Village Parprahal, P.O. Sadyana, Tehsil Sadar, District Mandi (H.P.)
2. Smt. Suman Lama d/o Sh. Mayala Lama, V.P.O. Jari, Tehsil Bhunter, District Kullu (H.P.) . . Applicants.

Versus

General Public

Subject.—Application for the registration of marriage under section 15 of Special Marriage Act, 1954.

Sh. Dinesh Kumar s/o Sh. Pawan Kumar, Village Parprahal, P.O. Sadyana, Tehsil Sadar, District Mandi (H.P.) and Smt. Suman Lama d/o Sh. Mayala Lama, V.P.O. Jari, Tehsil Bhunter, District Kullu (H.P.) Sh. Dinesh Kumar s/o Sh. Pawan Kumar, Village Parprahal, P.O. Sadyana, Tehsil Sadar, District Mandi (H.P.) have filed an application alongwith affidavits in the court of undersigned under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 15-03-2025 according to Hindu rites and customs at Tarna Mata Temple Mandi, District Mandi (H.P.) and they are living together as husband and wife since then. Hence, their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage, can file the objection personally or in writing before this court on or before 15-06-2025, after that no objection will be entertained and marriage will be registered.

Issued today on 16th day of May, 2025 under my hand and seal of the court.

Seal.

Sd/-

*Marriage Officer-cum-Sub-Divisional Magistrate,  
Sadar, District Mandi (H.P.).*

ब अदालत श्री इन्द्र सिंह कार्यकारी दण्डाधिकारी, उप-तहसील टापरी,  
जिला किन्नौर, हिमाचल प्रदेश

कोशल्या देवी पत्नी पूर्ण, गांव पूनग, डाकघर टापरी, उप-तहसील टापरी, जिला किन्नौर (हि0प्र0)

प्रार्थिया।

बनाम

आम जनता

फरीकदोयम।

प्रार्थना-पत्र जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत ग्राम पंचायत पूनग में जन्म पंजीकरण करने बारे।

आवेदिका कोशल्या देवी पत्नी पूर्ण, गांव पूनग, डाकघर टापरी, उप-तहसील टापरी, जिला किन्नौर (हि0प्र0) का एक प्रार्थना-पत्र तहसीलदार निचार स्थित भावानगर के माध्यम बाबत ग्राम पंचायत पूनग के जन्म रजिस्टर में जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत अपने पुत्र शौर्य नेगी की जन्म तिथि दर्ज करने बारे गुजारा है। आवेदिका के पुत्र शौर्य नेगी का जन्म 18-09-2009 को हुआ है लेकिन ग्राम पंचायत पूनग के जन्म एवं मृत्यु रजिस्टर में पंजीकरण करवाना छूट गया है। आवेदिका ने निवेदन किया है कि अपने पुत्र की जन्म तिथि 18-09-2009 को ग्राम पंचायत पूनग में पंजीकरण करने के आदेश दिए जाएं।

अतः सर्वसाधारण को इस इशतहार के माध्यम से सूचित किया जाता है कि यदि किसी व्यक्ति को आवेदिका के पुत्र शौर्य नेगी का जन्म पंजीकरण करने बारा कोई उजर व एतराज हो तो वह दिनांक 19-06-2025 को प्रातः 10.00 बजे तक असालतन या वकालतन हाजिर होकर अपना उजर एवं एतराज लिखित रूप में पेश करें अन्यथा आवेदिका के पुत्र की जन्म तिथि पंजीकृत करने बारा आदेश पारित कर दिए जाएंगे। इसके उपरान्त कोई भी उजर व एतराज काबिले समायत न होगा।

आज दिनांक 18-05-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—  
कार्यकारी दण्डाधिकारी,  
उप-तहसील टापरी, जिला किन्नौर (हि0प्र0)।

**ब अदालत श्री इन्द्र सिंह कार्यकारी दण्डाधिकारी, उप-तहसील टापरी,  
जिला किन्नौर, हिमाचल प्रदेश**

सुनीता देवी पत्नी ईश्वर भगत, गांव व डाकघर रिब्बा, उप-तहसील टापरी, जिला किन्नौर (हि0प्र0)  
प्रार्थिया।

बनाम

आम जनता

फरीकदोयम।

प्रार्थना-पत्र जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत ग्राम पंचायत चगाव में जन्म पंजीकरण करने बारे।

आवेदिका सुनीता देवी पत्नी ईश्वर भगत, गांव व डाकघर रिब्बा, तहसील मूरंग, जिला किन्नौर (हि0प्र0) का एक प्रार्थना-पत्र तहसीलदार निचार स्थित भावानगर के माध्यम से बाबत ग्राम पंचायत रामनी के जन्म रजिस्टर में जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत अपनी जन्म तिथि दर्ज करने बारे गुजारा है। आवेदिका का जन्म 01-07-1978 को हुआ है लेकिन ग्राम पंचायत रामनी के जन्म एवं मृत्यु रजिस्टर में पंजीकरण करवाना छूट गया है। आवेदिका ने निवेदन किया है कि उसकी जन्म तिथि 01-07-1978 को ग्राम पंचायत रामनी के अभिलेख में पंजीकरण करने के आदेश दिए जाएं।

अतः सर्वसाधारण को इस इशतहार के माध्यम से सूचित किया जाता है कि यदि किसी व्यक्ति को आवेदिका के जन्म पंजीकरण करने बारा कोई उजर व एतराज हो तो वह दिनांक 19-06-2025 को प्रातः 10.00 बजे तक असालतन या वकालतन हाजिर होकर अपना उजर एवं एतराज लिखित रूप में पेश करें अन्यथा आवेदिका की जन्म तिथि पंजीकृत करने बारा आदेश पारित कर दिए जाएंगे। इसके उपरान्त कोई भी उजर व एतराज काबिले समायत न होगा।

आज दिनांक 19-05-2025 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित/—  
कार्यकारी दण्डाधिकारी,  
उप-तहसील टापरी, जिला किन्नौर (हि0प्र0)।

समक्ष श्री रामेश कुमार, सहायक समाहर्ता द्वितीय श्रेणी, तहसील चड़गांव,  
जिला शिमला (हि0 प्र0)

मुकद्दमा सं0: 46-IX/23

तारीख मजरुआ : 20-10-2023

तारीख पेशी : 16-06-2025

1. जय लाल पुत्र स्वर्गीय श्री निरमू, निवासी गांव चगनोट, डाकघर चडोटी, तहसील चड़गांव, जिला शिमला, हि0प्र0।

बनाम

1. श्री निरमू पुत्र स्व0 हरसुख, निवासी गांव चगनोट, डाकघर कांथली, तहसील चड़गांव, जिला शिमला, हि0प्र0 आदि।

मुकद्दमा बराये हि0प्र0 भू-राजस्व अधिनियम, की धारा 123 के तहत भूमि खाता खतौनी नं0 112/329, किता 20, रकबा तादादी 01-36-26 है0, मौजा चडोटी।

सर्वसाधारण को सूचित किया जाता है कि श्री जय लाल पुत्र स्वर्गीय श्री निरमू, निवासी चडोटी, तहसील चड़गांव, ने इस अदालत में बराये हुकमन तकसीम मुकद्दमा बराये हि0 प्र0 भू-राजस्व अधिनियम, की धारा 123 के तहत आबटित भूमि खाता खतौनी नं0 112/329, किता 20, रकबा तादादी 01-36-26 है0, मौजा चडोटी हेतु मिसल मर्तब की है, जिसमें इस अदालत द्वारा नियमानुसार भूमि की तकसीम की कार्यवाही की जा रही है, उक्त मिसल में प्रतिवादी नं0 3 (II), श्रीमती गुडडी देवी पुत्री स्व0 पसमू व प्रतिवादी नं0 3 (II), सुभद्रा देवी पुत्री स्व0 श्रीमती पसमू, निवासी कुमरारा, तहसील चड़गांव, जिला शिमला, हि0प्र0 को पता स्पष्ट न होने के कारण साधारण तरीके से समन की तामील नहीं की जा सकी।

अतः इस इश्तहार के माध्यम से उपरोक्त प्रतिवादीगण को सूचित किया जाता है कि आप मिति 16-06-2025 उक्त मिसल की पैरवी हेतु असालतन या वकालतन अदालत हजा में आकर अपना पक्ष रख सकते हैं, अन्यथा आपके खिलाफ एकतरफा कार्यवाही अमल में लाई जाकर मिसल में नियमानुसार भूमि की तकसीम कर दी जावेगी।

आज मिति 16-05-2025 को हमारे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित/—  
सहायक समाहर्ता द्वितीय श्रेणी,  
चड़गांव, जिला शिमला (हि0 प्र0)।

ब अदालत उप-मण्डल दण्डाधिकारी, डोडरा क्वार, जिला शिमला (हि0 प्र0)

श्री बांका राम पुत्र श्री लाल दास, निवासी गांव डोडरा, तहसील डोडरा क्वार, जिला शिमला, हिमाचल प्रदेश।

बनाम

दरखास्त बराए जन्म तिथि की दुरुस्ती पंचायत रिकार्ड में किए जाने बारे।

श्री बांका राम पुत्र श्री लाल दास, निवासी गांव डोडरा, तहसील डोडरा क्वार, जिला शिमला, हिमाचल प्रदेश ने अधोहस्ताक्षरी के न्यायालय में एक दरखास्त पेश की है जिसमें आग्रह किया है कि उनकी जन्म तिथि पंचायत रिकार्ड में 1966 दर्ज है जो कि गलत है जबकि स्कूल रिकॉर्ड में 10-04-1967 दर्ज है जोकि सही है। अतः दुरुस्ती आदेश जारी किये जाएं।

अतः आम जनता को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी भी व्यक्ति को इस बारा कोई आपत्ति/एतराज हो तो वह तारीख पेशी 19-06-2025 को प्रातः 10 बजे या इससे पूर्व असागतन व वकालतन हाजिर होकर पेश कर सकता है। यदि निश्चित तारीख पेशी को किसी भी व्यक्ति से कोई एतराज इस न्यायालय में प्राप्त नहीं होता है तो जन्म तिथि की दुरुस्ती हेतु ग्राम पंचायत डोडरा, तहसील डोडरा क्वार को एकतरफा आदेश पारित कर दिए जायेंगे।

आज दिनांक 20-05-2025 को मेरे हस्ताक्षर व मोहर सहित अदालत द्वारा जारी किया गया।

मोहर।

हस्ताक्षरित /—  
उप-मण्डल दण्डाधिकारी,  
डोडरा क्वार, जिला शिमला, हि0 प्र0।

**In the Court of Sh. Manjeet Sharma, HPAS, Marriage Officer-cum- Sub-Divisional  
Magistrate, Shimla Rural, District Shimla, Himachal Pradesh**

1. Sh. Shashi Kuma Sharma s/o Sh. Chura Mani Sharma, r/o House No. 27-B, Main Road, Sector-1, New Shimla, Tehsil and District Shimla, Himachal Pradesh.

2. Smt. Kiran Sharma d/o Sh. Surender Kumar Sharma, r/o 165/12, Ram Nagar (Mangwain) District Mandi, Himachal Pradesh at present w/o Sh. Shashi Kuma Sharma s/o Sh. Chura Mani Sharma, r/o House No. 27-B, Main Road, Sector-1, New Shimla, Tehsil and District Shimla, Himachal Pradesh.

*Versus*

General Public

*Registration of marriage under section 15 of the Special Marriage Act, 1954*

Sh. Shashi Kuma Sharma s/o Sh. Chura Mani Sharma, r/o House No. 27-B, Main Road, Sector-1, New Shimla, Tehsil and District Shimla, Himachal Pradesh and Smt. Kiran Sharma d/o Sh. Surender Kumar Sharma, r/o 165/12, Ram Nagar (Mangwain) District Mandi, Himachal Pradesh at present w/o Sh. Shashi Kuma Sharma s/o Sh. Chura Mani Sharma, r/o House No. 27-B, Main Road, Sector-1, New Shimla, Tehsil and District Shimla, Himachal Pradesh have filed an application alongwith affidavits in the Court of the undersigned stating therein that they have solemnized their marriage on 21-11-1981 and living together as husband and wife since then, but the marriage has not been found entered in the records of Registrar of Marriages of Gram Panchayat concerned/Municipal Corporation Shimla and marriage be registered under the Special Marriage Act, 1954.

Therefore, objections are hereby invited from the General Public through this notice, that if anyone has any objection regarding the registration of this marriage, they can file their objections personally or in writing before the court of undersigned on or before 19-06-2025. After that no objection shall be entertained and marriage will be registered accordingly.

Issued under my hand and seal of the court today on 20th May, 2025.

Seal.

Sd/-  
(MANJEET SHARMA, HPAS),  
Marriage Officer-cum-  
Sub-Divisional Magistrate,  
Shimla (Rural).

ब अदालत श्री प्रेम सिंह, कार्यकारी दण्डाधिकारी, सराहन, जिला शिमला,  
हिमाचल प्रदेश

नं० मुकदमा : 69/2025

तारीख दायर : 22-05-2025

अगली सुनवाई : 20-06-2025

श्रीमती लीला देवी पुत्री गान्दू, हालाबाद पत्नी श्री धनी राम, गांव बधाल, डाकघर ज्यूरी, उप-तहसील सराहन, जिला शिमला, हिमाचल प्रदेश। वादिया।

बनाम

आम जनता

प्रतिवादी।

विषय.—प्रार्थना-पत्र बाबत ग्राम पंचायत किन्नु में जन्म तिथि पंजीकरण बारे।

श्रीमती लीला देवी पुत्री गान्दू, हालाबाद पत्नी श्री धनी राम, गांव बधाल, डाकघर ज्यूरी, उप-तहसील सराहन, जिला शिमला, हिमाचल प्रदेश ने इस कार्यालय में अपनी जन्म तिथि का पंजीकरण ग्राम पंचायत किन्नु में दर्ज करवाने बारे आवेदन पत्र व ब्यान हल्फी दिया है। प्रार्थिया ने आवेदन किया कि उसकी जन्म तिथि का पंजीकरण पंचायत अभिलेख किन्नु में दर्ज न हो सका है। प्रार्थिया की जन्म तिथि निम्न है :—

क्रम संख्या	प्रार्थिया का नाम	तारीख जन्म
1.	श्रीमती लीला देवी पुत्री गान्दू	17-04-1974

अतः आम जनता को इस इश्तहार द्वारा सूचित किया जाता है कि ग्राम पंचायत अभिलेख में प्रार्थिया की जन्म तिथि के पंजीकरण बारे किसी भी व्यक्ति का किसी भी प्रकार का उजर व एतराज हो तो वह दिनांक 20-06-2025 को प्रातः 11.00 बजे असातन या वकालतन हाजिर अदालत आकर अपना उजर व एतराज पेश कर सकता है अन्यथा एकतरफा कार्यवाही अमल में लाई जावेगी।

आज दिनांक 30-05-2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित /—  
(प्रेम सिंह),  
कार्यकारी दण्डाधिकारी,  
सराहन, जिला शिमला (हि०प्र०)।

**In the Court of Shri Manjeet Sharma, Sub-Divisional Magistrate, Shimla (R),  
District Shimla (H. P.)**

Sh. Ravinder Kumar s/o Lt. Sh. Hira Singh, r/o Village Kot, P.O. Sayri, Sub-Tehsil Mamligh, District Solan, Himachal Pradesh.

*Versus*

General Public

Respondent.

Whereas Sh. Ravinder Kumar s/o Lt. Sh. Hira Singh, r/o Village Kot, P.O. Sayri, Sub-Tehsil Mamligh, District Solan, Himachal Pradesh has filed an application alongwith affidavit in the court of undersigned under section 13(3) of the Birth & Death Registration Act, 1969 to enter the date of death of his Mother named—Late Smt. Satyavati w/o Lt. Sh. Hira Singh as 13-05-1982 in the record of Secy.-cum-Registrar Birth and Death, Gram Panchayat Rampur Keonthal, Tehsil & District Shimla (H.P.).

Sl. No.	Name of the family member	Relation	Date of Death
1.	Late Smt. Satyavati	Mother	13-05-1982

Hence, this proclamation is issued to the general public if they have any objection/claim regarding date of death of above named in the record of Gram Panchayat Rampur Keonthal, Tehsil & District Shimla (H.P.), may file their claims/objections on or before one month of publication of this notice in Govt. Gazette in this court, failing which necessary orders will be passed.

Issued today on 28-05-2025 under my signature and seal of the court.

Seal.

Sd/-

*Sub-Divisional Magistrate,  
Shimla (R), District Shimla (H.P.).*

**In the Court of Shri Manjeet Sharma, Sub-Divisional Magistrate, Shimla (R),  
District Shimla (H. P.)**

Sh. Ravinder Kumar s/o Lt. Sh. Hira Singh, r/o Village Kot, P.O. Sayri, Sub-Tehsil Mamligh, District Solan, Himachal Pradesh.

*Versus*

General Public

Respondent.

Whereas Sh. Ravinder Kumar s/o Lt. Sh. Hira Singh, r/o Village Kot, P.O. Sayri, Sub-Tehsil Mamligh, District Solan, Himachal Pradesh has filed an application alongwith affidavit in the court of undersigned under section 13(3) of the Birth & Death Registration Act, 1969 to enter the date of death of his Father named—Late Sh. Hira Singh s/o Sh. Thakur Dass as 09-06-1986 in the record of Secy.-cum-Registrar Birth and Death, Gram Panchayat Rampur Keonthal, Tehsil & District Shimla (H.P.).

Sl. No.	Name of the family member	Relation	Date of Death
1.	Late Sh. Hira Singh	Father	09-06-1986

Hence, this proclamation is issued to the general public if they have any objection/claim regarding date of death of above named in the record of Gram Panchayat Rampur Keonthal, Tehsil & District Shimla (H.P.), may file their claims/objections on or before one month of publication of this notice in Govt. Gazette in this court, failing which necessary orders will be passed.

Issued today on 28-05-2025 under my signature and seal of the court.

Seal.

Sd/-

*Sub-Divisional Magistrate,  
Shimla (R), District Shimla (H.P.).*

### CHANGE OF NAME

I, Nrit Raj s/o Sh. Fateh Chand, r/o Village Dider, P.O. Khalwhan, Sub-Tehsil Thachi, Tehsil Balichowki, District Mandi (H.P.) declare that my minor daughter's name is wrongly recorded in Aadhar Card No. 6148 2480 3776 as Dayawanti. Now I have changed my minor darghter's name from Dayawanti to Divya Verma in Aadhar & other record. Concerned note.

NRIT RAJ  
s/o Sh. Fateh Chand,  
r/o Village Dider, P.O. Khalwhan,  
Sub-Tehsil Thachi, Tehsil Balichowki, District Mandi (H.P.).

### CHANGE OF NAME

I, Mohar Singh s/o Sh. Suraj Mani, r/o Village Pipsu, P.O. Balu, Tehsil Aut, District Mandi (H.P.)-175121 age 43 years have changed the name of my minor son namely Sumit age 16 years and he shall hereafter be known as Dakaur. All concerned note it.

MOHAR SINGH  
s/o Sh. Suraj Mani,  
r/o Village Pipsu, P.O. Balu,  
Tehsil Aut, District Mandi (H.P.).

### CHANGE OF NAME

I, Dalip Kumar s/o Sh. Balbir Singh, r/o Village Sarsyalu, P.O. Gurkotha, Tehsil Balh, District Mandi (H.P.) declare that name of my minor son is recorded as Sorya in his Aadhar Card No. 8050 6601 7855, his real and actual name is Shourya. All concerned please note.

DALIP KUMAR  
s/o Sh. Balbir Singh,  
r/o Village Sarsyalu, P.O. Gurkotha,  
Tehsil Balh, District Mandi (H.P.).

**CHANGE OF NAME**

I, Sheela w/o Sh. Narayan Singh, r/o Village Kalharan, P.O. Ghanagughat, Tehsil Arki, District Solan (H.P.) declare that I have changed my name from Sheela to Sila Kumari. All concerned please note.

SHEELA  
w/o Sh. Narayan Singh,  
r/o Village Kalharan, P.O. Ghanagughat,  
Tehsil Arki, District Solan (H.P.).

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**CHANGE OF NAME**

I, Roshani Devi w/o Sh. Roop Lal, r/o Village Khata, P.O. Darlaghat, Tehsil Arki, District Solan (H.P.) declare that I have changed my name from Roshani Devi to Roshni Devi. All concerned please note.

ROSHANI DEVI  
w/o Sh. Roop Lal,  
r/o Village Khata, P.O. Darlaghat,  
Tehsil Arki, District Solan (H.P.).

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**CHANGE OF NAME**

I, Heema Devi w/o Sh. Puran Chand, r/o Village Budam, P.O. Darlaghat, Tehsil Arki, District Solan (H.P.) declare that I have changed my name from Heema Devi to Hema Devi. All concerned please note.

HEEMA DEVI  
w/o Sh. Puran Chand,  
r/o Village Budam, P.O. Darlaghat,  
Tehsil Arki, District Solan (H.P.).

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**CHANGE OF NAME**

I, Pushaplata Chauhan w/o Sh. Rajender Singh Chauhan, r/o Chauhan Niwas, Devnagar Kasumpti, Shimla (H.P.)-171009 declare that I have changed my name from Lata Chauhan (Old Name) to Pushaplata Chauhan (New Name). All concerned please note.

PUSHAPLATA CHAUHAN  
w/o Sh. Rajender Singh Chauhan,  
r/o Chauhan Niwas, Devnagar Kasumpti, Shimla (H.P.).



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**CHANGE OF NAME**

I, Manbir Patial s/o Sh. Jasmer Singh, r/o Village Tappa, P.O. Pahra, Sub-Tehsil Bhawarna, Tehsil Palampur, District Kangra (H.P.) declare that I have changed my minor son's name from Adit to Aditya Patial. All concerned please note.

MANBIR PATIAL  
s/o Sh. Jasmer Singh,  
r/o Village Tappa, P.O. Pahra,  
Sub-Tehsil Bhawarna,  
Tehsil Palampur, District Kangra (H.P.).

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**CHANGE OF NAME**

I, Reeta Devi w/o Mohd. Anis, r/o Stylo Boutique, Depot Bazar Dharamshala, District Kangra (H.P.) have changed my name from Reeta Devi to Muskan Anjum. Please note.

REETA DEVI  
w/o Mohd. Anis,  
r/o Stylo Boutique,  
Depot Bazar Dharamshala, District Kangra (H.P.)

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**CHANGE OF NAME**

I, Kumari Soni d/o Sh. Hira Lal, r/o Near Petrol Pump Khera, Village Khera, Tehsil Nalagarh, District Solan (H.P.) declare that my name is Kumari Soni as per school record but erroneously recorded in Aadhar Card as Sony. Now I want to change my name Kumari Soni in place of Sony in my Aadhar Card

KUMARI SONI  
d/o Sh. Hira Lal,  
r/o Near Petrol Pump Khera, Village Khera,  
Tehsil Nalagarh, District Solan (H.P.).

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**CORRECTION OF NAME**

I, Anjana w/o Sh. Dharam Pal, r/o Village Salkhari, P.O. Ratnari, Tehsil Kotkhai, District Shimla (H.P.)-171225 declare that in my Aadhar Card my name is wrongly entered as Anju which is required to be corrected as Anjana. Please correct this.

ANJANA  
w/o Sh. Dharam Pal,  
r/o Village Salkhari, P.O. Ratnari,  
Tehsil Kotkhai, District Shimla (H.P.).

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**CHANGE OF NAME**

I, Manider Kaur w/o Sh. Pyar Singh, r/o Village Dhararsani, P.O. Rishikesh, Tehsil Jhandutta, District Bilaspur (H.P.) declare that my name is wrongly entered as Mansa Devi in my Aadhar Card No. 8985 9927 3042 instead of correct name Manider Kaur. All concerned please note.

MANIDER KAUR  
w/o Sh. Pyar Singh,  
r/o Village Dhararsani, P.O. Rishikesh,  
Tehsil Jhandutta, District Bilaspur (H.P.).

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**CHANGE OF NAME**

I, Ajay Kumar s/o Sh. Mohan Sawrup Sharma, r/o at V.P.O. Dhaulakuan, Sub-Tehsil Majra, District Sirmaur (H.P.) have changed my name from Ajay Kumar to Ajay Sharma.

AJAY KUMAR  
s/o Sh. Mohan Sawrup Sharma,  
r/o at V.P.O. Dhaulakuan,  
Sub-Tehsil Majra, District Sirmaur (H.P.).

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**CHANGE OF NAME**

I, Suman Devi w/o Sh. Ranvir Singh, r/o V.P.O. Nagnaoli, Tehsil & District Una (H.P.) declare that I have changed my son's name from Vansh Thakur to Vivan Thakur. All concerned note.

SUMAN DEVI  
w/o Sh. Ranvir Singh,  
r/o V.P.O. Nagnaoli, Tehsil & District Una (H.P.).

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**CORRECTION OF NAME**

I, Gurbaksh Kaur w/o Sh. Ashok Kumar, r/o House No. 97, Ward No. 1, V.P.O. Santokhgarh, Tehsil & District Una (H.P.) declare that I want to correct my name as Gurbaksh Kaur instead of Baksho in my Aadhar Card and Ration Card. Please note.

GURBAKSH KAUR  
w/o Sh. Ashok Kumar,  
r/o House No. 97, Ward No. 1,  
V.P.O. Santokhgarh, Tehsil & District Una (H.P.).

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**CORRECTION OF NAME**

I, Sunita Devi w/o Sh. Sunil Kumar, r/o V.P.O. Panoh, Tehsil & District Una (H.P.) declare that I want to correct my son's name as Nikhil Kaundal instead of Nikhal Kumar in Aadhar Card and all documents.

SUNITA DEVI  
w/o Sh. Sunil Kumar,  
r/o V.P.O. Panoh, Tehsil & District Una (H.P.).

---

**CHANGE OF NAME**

I, Sudi Devi w/o Late Sh. Sarwan Singh, r/o Village Dalwana, Brahmana, P.O. Kuthera, Tehsil & District Hamirpur (H.P.) declare that I have changed my name from Suhari Devi to Sudi Devi for all purposes in future. Please note.

SUDI DEVI  
w/o Late Sh. Sarwan Singh,  
r/o Village Dalwana, Brahmana,  
P.O. Kuthera, Tehsil & District Hamirpur (H.P.).

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**CHANGE OF NAME**

I, Surender Kumar s/o Sh. Beli Ram, r/o V.P.O. Chabutra, Tehsil Sujanpur, District Hamirpur (H.P.) declare that I have changed my minor son's name from Ansh Dhiman to Ansh Kumar for all purposes in future. Please note.

SURENDER KUMAR  
s/o Sh. Beli Ram,  
r/o V.P.O. Chabutra,  
Tehsil Sujanpur, District Hamirpur (H.P.).

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**CHANGE OF NAME**

I, Sunny s/o Late Sh. Krishan Dev, r/o Ward No. 4, V.P.O. Gindpur Maloun, Tehsil Amb, District Una (H.P.) Pin-177110 declare that I have changed my name from Pawan Kumar to Sunny. All concerned please note.

SUNNY  
s/o Late Sh. Krishan Dev,  
r/o Ward No. 4, V.P.O. Gindpur Maloun,  
Tehsil Amb, District Una (H.P.).

